



Date: July 25, 2019

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: Addendum #1, RFP RD-05-19

The purpose of this addendum is to revise Request for Proposal (RFP) as indicated below. All other terms and conditions of the original RFP remain unchanged.

Due to additional questions & answers (#22-27), and revised answer (#4) was added to RFI #1, and line item was added to Financial Proposal Bid Form, the District is extending the Proposal Deadline date til Wednesday, July 31, 2019, 11:00 a.m. Please review revised RFI and Addendum #1 carefully. Also, bidders to use new Financial Proposal Bid Form when submitting bid proposal. Failure to do so will result in disqualification.

Document to be revised as followed:

1. FINANCIAL PROPOSAL BID FORM, FORM A. 3 – Additional type of Refuse Container has been added per year, named “64-Gallon Curbside Unit for Organic Waste.” Bidders must use the new form and provide the respective fees for all (5) years. **Failure to use the revised Proposal Bid Form will result in disqualification.**

2. PART II, GENERAL INFORMATION, SECTION E, TENTATIVE SCHEDULE – To be revised as follow:

Proposal Deadline: Friday, July 26, 2019, 11:00 a.m.	Change to: Wednesday, July 31, 2019, 11:00 a.m.
Scoring: Saturday, July 27, 2019,	Change to: Thursday: August 1, 2019
Notice of Proposed Award: Wednesday, July 31, 2019	Change to: Saturday, August 3, 2019
Protest Deadline: Wednesday, August 7, 2019,	Change to: Saturday, August 10

This will be incorporated in as part of the contract. All other terms and deadlines remain unchanged.

All prospective bidders to send email to RFP@ocfair.com to acknowledge receipt of Addendum #1, and revised RFI #1.

Thank you.

-End Addendum #1-



July 25, 2019

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: RFI, Q & A, RFP # RD-05-19

The purpose of this RFI (Request for Information) is to transmit "Questions and Answers" regarding the technical components of the RFP Refuse Disposal Services. All terms and conditions of the original RFP notice remain unchanged.

Questions and Answers

Questions:

1. Page 5 – Item E – Tentative Schedule

Answers from these questions are expected to be answered on July 24, and the due date is 11 AM on July 26. 48 hours to digest the District answers into a cost formula is short. Will the District extend the deadline to beyond July 31?

The District is not intended to extend the bid due date at this time.

2. Page 13 – Item A – Standard Refuse

How does the District plan to be complaint with AB 341, which requires waste generators of 2 yards or more to have a recycling program, or mixed waste processing?

We are currently have been getting reports from our existing Contractor on the diversion they have been doing and what portion has been going to the digester. The District has a recycle program for plastic, glass, cardboard and pallets during fair and during year round evets.

3. Page 13 – Item A.1 – Compactors

1. How many compactors does the District operate?

*(2) Compactors; one in the maintenance yard and one in the corporation yard. Each location has two boxes that marry up to the compactor specific location. These boxes **are not inner** changeable from location to location.*

2. Are they all used for trash?

Yes.

3. If all the compactors are the same spec, would the District consider using a "swap box"? This would be an extra empty receiver box that would be swapped rather than a dump and return?

The district has two boxes per location. Each compactor is a different manufacture and the specs are not the same. Please provide a dump and return service.

4. Page 14 – Item 3.a – Organic Waste

The District has described that the hauler will help in implementing an organic waste program that compliant with SB 1383. State Law AB 1826, effective January 2019 requires any waste generator with 4 or more yards of refuse must have an organic recycling program.

1. Does item 3.a i-iv assume the hauler will do this for no additional charge?

*NO; The District expects the awarded Hauler to provide **64 gallon** containers, Curb side containers, to all food vendors that product waste during our annual fair as well as year round events. During the annual Fair the hauler will need to provide services each day (23 days) to remove waste generated from the night before. Year round events will be scheduled with events team and the hauler will provide curb side containers as requested. This should be per unit cost to provide and perform 3.a i – iv.*

2. The 1 96 gallon container seems inadequate for a venue of this size. Does the District have another AB 1826 compliant program?

The District is in the process of developing a more robust program. Thus the request for the awarded Hauler to provide assistance with creating a more efficient and effective program. The 96 gallon curb side container is expected to be provided to each food vendor on site and emptied each night/morning.

3. Will the District require its food vendors to comply with the organic recycling program during the fair?

YES, as well as year round event.

4. Will Centennial Farm participate in organic recycling –

The Centennial Farm already did. In working with the approved Hauler develop a more robust program we may be able to incorporate Centennial Farm as well.

5. Page 14 – Item C.1 – Additional Requirements

1. What time will the District notify the contractor of services required the following day?

During the annual Fair the box haul count usually gets emailed out for next day pick up around 11pm.

2. During the Fair, to complete all services by 09:00, what time is the earliest we can access the fairgrounds?

The OC Fair & Event Center is open during the annual Fair 24 hours. You may come on grounds after 1am.

6. Page 14 – item C.1(b) – Non performance

1. Please provide a detailed justification for the denying payment if contractor is minutes late for a deadline? This justification is important, because upon initial review the penalty is grossly excessive to the reasonably anticipated harm.

Page 14, Item C, 1, Stated:

1. *Failure to complete service by the deadlines stated herein shall result in a penalty for non-performance equal to the full cost of load(s) picked-up/delivered late, including both hauling fee and disposal fee. **Three (3) instances of non-performance shall constitute default of the agreement and rebidding of the contract.***

2. Does the non-compliance penalty apply to circumstances outside the control of the contractor?

The District is very reasonable and will not implement penalties upon the awarded Hauler do to circumstances outside of the Haulers control; however poor scheduling does not constitute a circumstance outside of contractors' control.

3. Is there an appeal process

The District will take each case as an individual circumstance and as partners we always are working for positive and healthy solutions.

4. Full charge of haul + disposal is excessive. Is this negotiable?

The District will take each case as an individual circumstance and as partners we always are working for positive and healthy solutions.

7. Page 14 – Item C.2.c – Driver Check In

1. How long does the check in process specified in C.2 take?

This process should not take longer than 3 minutes. We have staff always in the office.

8. Page 15 – Item C.2.j – Procedures

1. If District changes procedures that add additional expense can contractor seek a rate adjustment?

Yes, however, if it is outside of the scope of work, the cost should not be above competitive market rate.

9. Page 15 – Item C.4 – Overweight

1. The District wants the contractor to wait to off load an overweight container. What is a reasonable time to wait at no additional charge?

15 minutes

10. Page 15 – Item C.6 – Reporting

1. The District requires a quarterly report reflecting the tons which are recycled. Are any the District containers set aside for recycling (e.g. paper, cardboard, cans, bottles, etc.)?

The District has Green Waste 40 yard boxes, Animal bedding 40 yard boxes, and buddle cardboard. The plastic, glass and aluminum are sorted and recycled by the District.

2. If so, please detail the number of containers, size, and frequency of collection.

Green waste (1) container per month. For the animal bedding see chart provided. Approximately 250 bales of cardboard per year.

3. If not, please explain what recycling the District expects from the contractor?

N/A

11. Page 16 – Attachment A

1. Please clarify the historical data provided.

- a. The first column for each container indicated number of hauls that month?
Yes.

- b. Are all these hauls trash, is there any other type of material (e.g. concrete, dirt, construction and demolition, etc.)?
Yes all trash we use the 10 yard boxes for dirt, concrete, and construction debris.

- c. What type and capacity are the compactors?
10 ton

- d. Do the months with zero tons for S Comp Maint, and S Comp Corp reflect nonuse of these compactors, or storing of trash until filled?

Correct, there are weeks that the trash collection is very low so the waste accumulates until they are full.

- e. Any reason (broken) that the S Compactor in Corporate Yard was not used during the 2018 Fair?

The compactor was out of service. We have replaced this unit.

- f. What container is the District using for manure?

40 yard roll-off provided by the Hauler.

- g. Does the compactors have pressure gauges to manage weight? Why such an increase in 10 yard box in 2018?

The compactors do not have gauges. We count the dumps of our 2 yard boxes and try not to go over (80) per S-box. The increase was due to a growth of events in 2018.

- h. Is the increase in 2018 hauls / tons for the Centennial Farm indicative of new/expand operations?

The increase on the chart shows 2018 increase because in earlier years we combined the numbers with the 40 yard box count. We are working on being more efficient in accounting for exact diversion and what the waste contents are.

- i. Does the District believe this trend will continue? Is there organic waste generated on the site? If so, what is done with it?

Organic waste is generated on site and will be collected on site only.

2. Can the proposer charge a storage fee for containers that are not pulled for more than 30 days?

The District have not had that in the past but if that is typical business model it would be considered however that will also be taken into consideration when scoring the full contract cost.

12. Page 22 – Item B – Format

1. Confirm, proposer provides a total of 4 proposals, 1 original (with wet signatures), and 3 copies?

Correct, bidder must provide 4 copies (One copy must contain original signature as specified on page 5, PART II, GENERAL INFORMATION, SECTION C. DELIVERY OF PROPOSALS.

2. Does the District want an electronic copy included (via thumb drive, CD, etc)? Is the Financial Proposal only a paper submittal, not an electronic submission of the Excel file?

Thumb drive or CD is not required and cannot be substituted in lieu of paper copy(is). Bidders must use provided Financial Proposal Bid Form as instructed. Electronic copy may not be accepted in lieu of paper copy.

13. Page 23 – Item 1.d – Employee Handbook

1. This is considered confidential. Will the District agree to accept the copy after the contract award?

Employee handbook to be submitted with the bid proposal. Omission will affect the score.

14. Page 24 – Item C.3.g – AB75

1. Please explain what specific portions of AB 75 contactors are expected to adhere to?

Contractor is required to comply and adhere to all required regulation and law. The District is not in the position to give advice.

15. Page 25 – Item D – Financial Proposal

1. District has required five years of fixed pricing. Landfill increases by the County are out of our influence, and other unknown inflationary pressures represent risk to the proposer. This often leads to overestimates or underestimates of future expenses. Would the District consider a one year fixed price, with annual increases tied to a published index (e.g. Water sewer, trash index) by the Bureau of Labor Statics? <https://fred.stlouisfed.org/series/CUSR0000SEHG>

Contractor must give fixed price to all five years on all categories. Rates shall be included all future mandatory increases.

16. Page 26 – Item 6 – Personnel

1. Please provide the criteria for determining District's dissatisfaction with contractor's employees.

It is stated on page 26.

17. Page 27 – Item 10 – Invoices

1. Will the District provide a PO for every service request? If not, should contractor reject the service request?

No, there will be only one PO for the contract. PO does not constitute or allow Contractor to reject any services within the scope of work. Contractor must perform all services request according to the scope of work.

2. What information does the contractor require on their work logs? Does this have to be printed on the invoice or can it be an attachment to the invoice?

Work logs should include worker number, customer number, service date, size, quantity, description, rate of charge, weights, time in, time out, bin # and location, and driver signature.

18. Page 28 – Item 12 – Pricing / Financial Proposal Bid Form

1. The District will use the Financial Proposal Bid Form to develop a not to exceed amount to the contract. If the District's volume significantly increases over its historical projections, what are the adjustments to the not to exceed amount?

The District is allowed to amend the contract up to 30% should the volume increases. However, the rate should be the same as the existing year. For example, the contract is being amended to add additional fund during year 2020, the rate of charge should be the same as proposed for 2020.

19. Page 29 – Item 15 – Gratuities

1. Would the District allow its employees to accept a gift that was not solicited? It's not untypical for vendors to offer bottles of water, Gatorade, or food item to drivers, even though not solicited

This would not be a violation, however discretion should be paid attention to.

20. Page 29 – Item 18 – Termination

1. Why does the District reserve the right to terminate the agreement without cause? Can this be negotiated to be terminated with cause?

It is the District's right to reserve in all contracts.

Yes, the cause can be negotiated between the District and Contractor.

21. Other
1. Will all proposer questions, and the District answers be shared with all proposers?

Yes.
 2. Is contract subject to prevailing wages? If so, what is the State designator?
Prevailing wages is not required; however Contractor shall comply with all state law and regulations.
22. Pg. 13, item 1. – What is an “S” refuse compactor? How many Compactor’s? I there a manufacturer name, model type and serial number available?

An “S” compactor is a stationary compactor that receives a 40 yard container that material gets pressed into.
23. Pg. 13, item 2. – How many 10 yard lowboy containers are required? Other line items have required container counts listed.

There is no exact amount of 10 yard containers. It will depend on the needs of our facility. Please provide per unit cost.
24. Pg. 13, item 8. – How early can the containers be accessed in order to meet the 9:00 AM deadline? Does the 9:00 AM deadline apply to the 10 yard lowboy and containers at the maintenance yard as well?

Our facility is open 24 hours and the Hauler can be on grounds any time after 1am. The request for containers to be dumped and returned or removed by 9am is for any order, any container requested of service during our annual Fair July thru August.
25. Pg. 14, item 3.i – Will the organics program be in place only during the period of the OC Fair?

It will be in place for the 2020 OC Fair.
26. Pg. 15, item e. – Will District personnel be available to make copies of tickets at all times after orders for service are made? If not, is there an alternate method to verify service such as photo’s, time stamped emails, etc.?

Yes, the District personnel will be available.
27. Pg. 15, item e. – Will District personnel be available to inspect containers for delivery at all times after orders for service are made? If not, is there an alternate method to verify condition and placement such as photo’s, time stamped emails, etc.?

Yes the district will have staff that can inspect the containers; however the Hauler should self-check before they bring them out. If there are holes in the sidewalls, holes in the container floor, damage to ladders, metal protruding off container that should not be there, paint peeling off so bad that he Haulers company name is unreadable, the Hauler should not attempt to bring the container out. Any one of these examples will be cause for rejection of container.

The above information will be incorporated in as part of contract. Please send email to rfp@ocfair.com for acknowledgement if you’re intended to bid on this project.

-End RFI #1-