



# County of Yolo

Purchasing Division of Financial Services

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## Notice of Request for Proposals (RFP) For

Collection, Transportation, Servicing and Recycling of Major Appliances  
from the Yolo County Central Landfill (44090 County Road 28H, Woodland)

for

Department of Community Services  
Division of Integrated Waste Management

Proposal Responses Due (Deadline):  
3:00pm

**Monday, November 14<sup>th</sup>, 2022**

RFP Coordinator: Karen Kawelmacher  
(530) 666-8073  
[kkawelmacher@yolocounty.org](mailto:kkawelmacher@yolocounty.org)

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### **Exhibits:**

Exhibit "A"	Transmittal Letter
Exhibit "B"	Proposal Questionnaire
Exhibit "C"	Cost Proposal
Exhibit "D"	Previous Customer Reference Form
Exhibit "E"	Signature Page
Exhibit "F"	Non-Collusion Non-Conflict of Interest Statement

### **Attachments:**

Attachment 1	Sample County Contract
Attachment 2	List of Accepted Items

## SECTION I. INTRODUCTION

### A. STATEMENT OF PURPOSE:

The County accepts major appliances for the collection, transportation, servicing (removal of Freon, oil, capacitors, fluorescent bulbs, batteries, and mercury switch) and recycling at the Yolo County Central Landfill (YCCL) from the public. Any quantities listed below are Yolo County estimates only from the prior fiscal year and are being given as a basis for the comparison of bids. Proposals shall define what type of transport will be provided as well as the method by which the waste will be collected such self-loading (contractor provided) or County provided loading.

Currently, County staff is responsible for standing appliances upright and segregating by type to assist the third-party servicing contractor. Once the units have been serviced, County staff loads the appliances into roll off bins for collection by a scrap metal recycler. If a Contractor chooses to stick with this method, it is the responsibility of the Contractor to subcontract out with a third party for the collection and recycling of appliances and include those costs as part of the proposal.

The ideal proposal, however, will provide an option to minimize the amount of handling County staff needs to contribute to the appliance recycling program.

Below is data detailing the number of materials sent out for recycling during FY21-22. It is anticipated that the selected Contractor will need to provide collection and transportation at YCCL at least three times per week to keep up with high volume of appliances accepted at our landfill for recycling.

Major Appliances (General)	6,700 units
Major Appliances (with Freon)	<u>4,400 units</u>
	11,100 annually
	925 monthly
	214 weekly

Major Appliances shall include, but are not be limited to the following:

- Refrigerators, Freezers, Air Conditioners, Dehumidifiers, Mini Refrigerators
- Washers, Dryers
- Stoves, Ovens
- Vending Machines, Commercial Beverage Coolers, Restaurant Equipment
- Water Heaters, Water Coolers, HVAC Units (Furnace/Boilers), Space Heaters
- Trash Compactors

The County reserves the right during the term of the agreement to add various appliances from this list upon mutually agreeable terms and pricing with County and Contractor. The County also reserves the right to remove appliances from this list without penalty to the County.

## **B. SYNONYMOUS TERMS**

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
  - a. Supplier, Vendor, Contractor
  - b. Purchase Order, Contract, Agreement
  - c. Services, Work, Scope, and Project
  - d. Bidder, Offeror, Proposer
2. "The County" refers to the County of Yolo, California.

## **C. SCOPE OF WORK**

### **1. GENERAL DESCRIPTION:**

Collection, Transportation, Servicing and Recycling of Major Appliances from the Yolo County Central Landfill (44090 County Road 28H, Woodland)

### **2. VENDOR MINIMUM QUALIFICATIONS**

- a. Vendor must be an established appliance recycler for a minimum of 5 years.
- b. Vendor must be certified under the Department of Toxic Substances Control (DTSC) as a Certified Appliance Recycler (CAR) (Certificate must be attached with submitted proposal).

### **3. VENDOR MINIMUM WORK REQUIREMENTS**

Vendor shall have the ability to:

- a. Collect, transport, service and recycle all major appliances listed in this agreement either directly or through a partnership with a third-party recycler.
- b. Provide required reporting documents to County to verify CAR compliance for each major appliance collected from YCCL
- c. Accept items listed in Exhibit D

### **4. DELIVERABLE / REPORTS**

- a. At the time of pickup from YCCL, a BOL or Receiving Ticket shall be provided documenting the number and type of appliances collected.
- b. Upon submittal of each invoice, Contractor shall provide County with signed copy(s) of DTSC Form 1430 certifying that the materials requiring special handling were removed from the major appliances prior to the appliance being crushed, baled, shredded, sawed, sheared apart or otherwise processed in a manner that could result in the release of these materials for each load of appliances that were collected from YCCL.
- c. At a minimum each quarter, Contractor shall provide County with Evacuation Report detailing the hazardous waste, in applicable quantities such as lbs. or oz. for the various refrigerants serviced out of the appliance, or by unit for solids such as mercury switches or Polychlorinated Biphenyls (PCBs).

### **5. AWARDED CONTRACTOR REQUIREMENT:**

- a. The successful Awarded contractor must supply all insurance requirements as required in Attachment 1, Yolo County Insurance Requirements.
- b. Contract Term: Contractor agrees to provide services as specified in the RFP document for a period of two (2) years. The agreement may be extended by mutual consent for up to three (3) additional one (1) year periods. Rates shall remain firm for the initial two (2) year term however upon approval of an extension by the COUNTY and submittal by the CONTRACTOR to the COUNTY, with at least 15 days' notice an increase may be requested using the All-Urban Consumers Price Index (CPI-U) for San Francisco-Oakland-San Jose, CA.

**D. ADDENDA:**

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

**SECTION II. RFP SCHEDULE OF EVENTS**

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>1</b>	County Issues RFP	10-24-22	
<b>2</b>	Pre-Bid Meeting / Site Visit	10-31-22	10:00am
<b>3</b>	Deadline for Written Comments/Questions Posted in BidSync	11-04-22	3:00pm
<b>4</b>	County Issues Responses to Written Comments	11-09-22	
<b>5</b>	Deadline Proposal Due	11-14-22	3:00pm
<b>6</b>	County Completes Evaluations	11-18-22	
<b>7</b>	Anticipated Contract Start Date	01-01-23	

### III. GENERAL INSTRUCTIONS AND INFORMATION

#### A. RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP:

Yolo County Procurement  
625 Court Street Room 103  
Phone: (530) 666-8073  
kkawelmacher@yolocounty.org

#### B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring County agency may result in disqualification. Questions (comments) concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at [www.bidsync.com](http://www.bidsync.com) in the questions and answers section of the solicitation no later than November 4, 2022 by 3:00pm.

The County is not responsible for failure of the prospective Bidders/Offerors to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website.

Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

#### C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

#### **D. PROPOSAL WITHDRAWAL**

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

#### **E. PROPOSAL AMENDMENT**

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

#### **F. PROPOSAL ERRORS**

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

#### **G. PROHIBITION OF PROPOSER TERMS & CONDITIONS**

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

#### **H. ASSIGNMENT AND SUBCONTRACTING**

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

#### **I. PROPOSAL OF ADDITIONAL SERVICES**

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

#### **J. INDEPENDENT PRICE DETERMINATION**

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

#### **K. INSURANCE**

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

**L. LICENSURE**

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

**M. RFP AMENDMENT AND CANCELLATION**

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

**N. RIGHT OF REJECTION**

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

**O. DISCLOSURE OF PROPOSAL CONTENTS**

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify, and hold the County harmless against any claim, action, or litigation (including but not limited to all judgments, costs, fees, and attorneys' fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

**P. PROPOSAL EVALUATION PROCESS**

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

**Q. AWARD OF PROPOSAL**

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- 1) General Company Information- 5 points
- 2) Operational Plan and Experience 25 points
- 3). Cost Proposal- 25 points
- 4). Responsiveness/Responsibility-10 points
- 5). Environmental Impact - 15 points
- 6). Past Performance – 20 points

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## **R. AWARD PROCESS**

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

## **IV. TERMS AND CONDITIONS**

### **A. QUALIFICATIONS/INSPECTION:**

Proposals will only be considered from firms normally engaged in providing the types of commodities/ services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

### **B. NON-WAIVER:**

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

### **C. FEDERAL, STATE, AND LOCAL LAWS:**

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

### **D. GOVERNING LAW:**

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

**E. NON-DISCRIMINATION:**

There shall be no discrimination as to race, sex, color, creed, age, or national origin in the operations conducted under any resulting contract.

**F. PUBLIC AGENCY:**

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created because of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

**G. ADDITIONAL PURCHASES:**

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

**H. EXTENSIONS:**

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

**I. PRICE ESCALATION:**

All prices are firm for a period of two (2) years from the date of award. The Contractor may raise prices in accordance with the California Consumer Price Index (San Francisco-Oakland-San Jose, CA) upon award of any or each of the three (1) year extension option. The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

**J. INVOICES AND PAYMENT TERMS:**

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments. The County will make payment on a Net 30-day basis. The payment term shall begin on the date an accurate invoice is and a fully signed

uniform hazardous waste manifest is received by the County. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

**K. COMPLIANCE:**

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

**L. DEFAULT:**

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

**M. TERMINATION FOR CONVENIENCE:**

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**N. CANCELLATION FOR UNAPPROPRIATED FUNDS:**

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**O. ASSIGNMENT/TRANSFER/SUBCONTRACTING:**

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

**P. F.O.B. POINT:**

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

**Q. PROTESTS** The County encourages Suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its Suppliers to encourage an ongoing pursuit to fulfill requirements.

**1) Protest Procedures:**

**All protests** shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the Protester;
2. The signature of the Protester or Protester's representative;
3. The solicitation title and due date;
4. Name of County employee designated as the RFP/IFB Coordinator;
5. Identification of the statute or procedure that is alleged to have been violated;
6. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
7. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement  
Yolo County Department of Financial Services  
625 Court St., Ste. 103  
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

**2) Protest of RFP Specifications/Requirements/Terms & Conditions:**

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms, or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied, and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

**3) Protest of Disqualification:**

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**". Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

**4) Protest of Award of Contract:**

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract**". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

## **V. Instructions for Completion of Proposal**

### **A. SUBMITTING PROPOSALS:**

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

Late proposals shall not be accepted, nor shall additional time be granted to any potential Proposer.

### **B. REQUIRED PROPOSAL SUBMITTALS:**

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

Exhibit "A"	Transmittal Letter
Exhibit "B"	Proposal Questionnaire
Exhibit "C"	Cost Proposal
Exhibit "D"	Previous Customer Reference Form
Exhibit "E"	Signature Page
Exhibit "F"	Non-Collusion Non-Conflict of Interest Statement

### **C. PROPOSAL FORMAT AND CONTENT:**

The Proposer(s) are required to prepare their written proposals in accordance with the instructions outlined below. Deviations from these instructions may be construed as non-responsive and may be cause for disqualification. Emphasis should be placed on accuracy, completeness, and clarity of content.

The format and content of the Proposal are as follows:

1. If provided, use any forms included in the Exhibits as well as the requirements listed above. All other submitted pages are to be single-spaced typed pages with one-inch margins.
2. Identify the Category of the proposal, Proposal number and Proposer name on every page submitted.
3. All pages must be numbered sequentially.