



July 26, 2024

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: Addendum #1, RFP # RD-06-24

The purpose of this addendum is to revise the components of the Request for Proposal (RFP) for Refuse Disposal Services. All terms and conditions of the original RFP remain unchanged.

BIDDERS MUST USE THE REVISED EXCEL SPREADSHEET. FAILURE TO USE THE REVISED EXCEL SPREADSHEET WILL BE RESULT IN DISQUALIFICATION.

Document to be revised as follows:

1. RFP, Form A-3: FINANCIAL PROPOSAL BID FORM

Page 1, Excel Spreadsheet.

Remove the original Excel Spreadsheet and replace with the revised Excel Spreadsheet. Note: New change highlighted in RED.

2. Page 25, Part IX, Forms Section. A. Forms Must Be Completed and Submitted By Bidders (Mandatory)

Insert/Add: A. 10 – STD1000 Generative Artificial Intelligence (GenAI) Reporting and Fact Sheet – **Must be submitted with the Bid Proposal. Failure to include with the bid proposal will result in disqualification.** (Attachment 10 is added after page 36 of the RFP, after Attachment 7, Iran Contracting Act Verification Form) **See Form Below.**

3. Page 38 - Section C, Sample of Documents to Be Awarded – Exhibit A, Scope of Work: Page 39, add:

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

All other terms and deadlines remain unchanged.

To comply with the Addenda (Addendum) requirements we are asking that bidders to either reply to this email such as "Received RFI #1, Addendum #1" or acknowledge on the Financial Proposal Bid Form on the right-hand corner with "Received RFI #1, Addendum #1". We will consider both options as confirmation.

Thank you.

-End Addendum #1-

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

Solicitation / Contract		Number Bidder ID / Vendor ID (optional)	
Business Name		Business Telephone Number	
Business Address	City	State	Zip Code
Contract / Description of Purchase			

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, “product”)? ☐ Yes ☐ No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering	
--	--

2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

SignatureDate

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. (GenAI powered, or driven), applications/product owner:
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000



July 26, 2024

To: All Potential Bidders

From: Kelly Vu, Business Services Supervisor

Re: RFI #1, Q & A, RFP # RD-06-24

This RFI (Request for Information) aims 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. Just wanted to confirm that there is no mandatory pre-bid meeting.

Answer:

There's no mandatory job walk.

2. What is the current contract value?

Answer: \$1,489,624 for five years from August 2019 through August 2024.

3. What are the current rates?

Option Year 3 - Refuse Disposal Services - August 23, 2023 through August 22, 2024							
Type of Refuse Container	Estimated # of Containers / Hauls	Transport Fee	Total Transport Fee	Estimated Tonnage	Disposal Fee per Ton	Total Disposal Fee	Total Fees
"S" Compactor	68	234.00	15,912.00	270	90.00	24,300.00	40,212.00
40-Cubic Yard Roll-Off	392	234.00	91,728.00	1,597	90.00	143,730.00	235,458.00
10-Cubic Yard Roll-Off	34	234.00	7,956.00	270	90.00	24,300.00	32,256.00
40-Cubic Yard 100% Diversion Animal Bedding/Waste	16	234.00	3,744.00	63	58.00	3,654.00	7,398.00
40-Cubic Yard 90% Diversion Green Waste	13	234.00	3,042.00	83	90.00	7,470.00	10,512.00
10-Cubic Yard 100% Diversion Concrete/Asphalt	12	234.00	2,808.00	68	40.00	2,720.00	5,528.00
64-Gallon Curbside Unit for Organic Waste	100	58.50	5,850.00	20	0.00		5,850.00
Total Aug 2023 - Aug 2024	635	206.36	131,040.00	2,371	86.96	206,174.00	337,214.00

4. Where is the animal bedding currently being hauled to, and is the material diverted/recycled? –

Answer: Our current Contractor hauls for the city of Costa Mesa at the end of each year, they provide a diversion report to us, which is a percentage of their total haul from the city. We perform our own recycling as best as we can. The diversion report does not allocate the location of animal waste or the recycling tonnage that they may claim.

5. What is an "S" compactor?

Answer: S-Compactor is a Stationary compactor. We own (2) compactors: (1) in the maintenance yard and (1) in the Action Sport Arena. Each location has two (2) enclosed 40-yard containers that are specific to the location. These will be dumped and returned to the location from which they were removed.

6. Is the Contractor allowed to charge a monthly rental charge for contractor-owned containers and/or containers that are not being utilized at least once per month?

Answer: The OC Fair & Event Center will not allow rental or non-use charges due to a lack of hauls. We generally have a turnaround on the 40-yard containers on grounds within a two-week period outside of Fair dates. (1) the animal bedding 40 hard container is generally hauled once a week, and the 10-yard low boy is also hauled generally once a week.

7. Does the Contractor have the ability to ask for increases in disposal, should they arise, during the term of the contract?

Answer: The District may amend the contract to increase the Not To Exceed Contract amount when necessary; however, the additional disposal cost remains the same as the bid price. The District cannot amend the contract to increase the bid rates.

8. Page 15, #3 requests the Contractor to provide (100) 35-gallon carts for Organics Waste collection, but we did not see a line item for rates on the Financial Proposal Bid Form. Where should we add the pricing for this service?

Answer: See Addendum #1 for the revised Financial Proposal Bid Form spreadsheet.

9. Page 15, #3 Organic Waste – Can you provide the current tonnage for organics waste collection?

Answer: Approximately 35 tons.

10. Page 17, #5 mentions that Contractor shall adhere to all reporting requirements including AB 341, which is for the collection of recyclables (cardboard, bottles, cans, etc.). On page 14 under the Scope of Work I only see "refuse" containers, but nothing is noted as recyclable. Will recyclables be included with this RFP to comply with AB 341 or is that being handled separately through another agreement?

Answer: The OC Fair & Event Center has a robust recycling program collecting, plastic, glass, aluminum, cardboard, metal/ bi-metals, copper, pallets, and cooking oils. However we are also required to report on diversion and recyclables that the hauler would claim either from a transfer station or a dump site. We require the end-of-year report; see the attached example of 2023.

11. Who is the current service provider for this agreement?

Answer: The current provider is CR&R Incorporated.

12. What are the current rates being charged for each line item?

Answer: See the answer to question #3 above.

13. How is communication typically handled when placing orders? Please describe the current process versus the desired process.:

Answer: Current - all orders are emailed to dispatch the day before the hauls are needed, most often before 330. During the Fair (July through August), orders are sent in by 1 am for same-day service.

14. How is this agreement currently invoiced? If a redacted current invoice could be provided, this would be helpful:

Answer: All invoices are sent with dates of haul, location of the container, and name of material, either general waste or animal bedding. These two items will be included in the emailed order. Most often, it is once per month due to the volume.

The above answers will be incorporated as part of the contract.

Please send an email to RFP@ocfair.com to acknowledge in receiving RFI #1 if you intend to bid this project.

-End RFI #1-



environmental services

**ORANGE COUNTY FAIR AND EVENT CENTER
SUMMARY REPORT 2023**

	<u>TOTAL TONS</u>	<u>DIVERTED</u>	<u>%</u>
<u>ACCOUNT 15749 MAINTENANCE YARD</u>			
ROLLOFF	428.39	256.39	60%
ROLLOFF - LOWBOY	12.5	3.71	30%
COMPACTOR	353.21	131.83	37%
TOTAL	794.10	391.93	49%
<u>ACCOUNT 15750 CORP YARD</u>			
ROLLOFF	350.48	192.95	55%
ROLLOFF - LOWBOY	88.4	51.64	58%
COMPACTOR	310.23	125.12	40%
TOTAL	749.11	369.71	49%
<u>ACCOUNT 26035 ANIMAL BEDDING/HAY WASTE</u>			
ROLLOFF - LOWBOY	16.75	10.88	65%
ROLLOFF	728.21	156.02	21%
TOTAL	744.96	166.90	22%
TOTAL ROLLOFF FAIRGROUNDS	2,288.17	928.54	41%
RECYCLING LOADS:			
<u>DATE:</u>	<u>MATERIAL</u>	<u>TONS</u>	
7/14/2023	CR	2.51	
5/2/2023	CR	3.11	
TOTAL RECYCLING		5.62	
	<u>TOTAL TONS</u>	<u>DIVERTED</u>	<u>%</u>
TOTAL ROLLOFF & RECYCLING	2,293.79	934.16	41%