

**Section 1 General Introduction and Schedule**

- 1.1 Q The Deadline for submittal of Intent to File Joint Proposal is only two weeks after the pre-proposal conference. Companies need to establish a relationship with potential partners. Can the City consider extending the deadline for this notification?
- A Yes, deadline has been extended to June 30, 2000. See revised pages 1-2, 4-6 and 4-7.

**Section 2 Background Information**

- 2.1 Q Section 2, page 2-7, Table 2-3 SFD Diversion  
According to the information provided in the 1999 tonnage disposed and 1999 tonnage recycled, District A currently falls below the 30% and 35% diversion requirements. This is contrary to Districts B and C, which currently exceed 35%. Does the city have any information on why diversion in District A is relatively low? This information is crucial to developing the “Proposer’s work plan” required in Section 5, Part 5.1, lines 18 through 20.
- A At this time, it is uncertain as to what can be directly attributed to the lower diversion rate in District A. However, based on the results of pilot commingled recycling programs conducted, the City is confident that the minimum diversion requirement of 35% is achievable.
- 2.2 Q Section 2, page 2-7, Table 2-3, 3. MFD Services  
According to the information provided in the 1999 tonnage disposed and 1999 tonnage recycled, it appears that the City requires that the MFD diversion double in the first calendar year and triple by the third calendar year, when compared to the current diversion. Does the city have any information on why the current diversion is so low compared to the required performance levels? This information is crucial to developing the “Proposer’s work plan” required in Section 5, Part 5.1, lines 18-20.
- A The City does not have specific information explaining lower diversion in multi-family properties as compared to single-family properties. MFDs do present unique challenges to recycling efforts, including higher resident turnover rates, centralized collection, and the disconnect between bill payer and service user. However, based on the high potential for recycling shown in studies such as the waste composition study included in this RFP (Compact Disc, Data\mfdwastecomp), the City believes that 35% diversion is attainable by the third full calendar year of MFD Collection Services.
- 2.3 Q Section 2, page 2-5, Table 2-2  
Under the current Yard Trimmings Processing the “Requested Changes” notes that “At least 50% of the collected yard trimmings must be made into compost.” But Section 3, General Service Requirement, Part 3.4.9 does not mention the “50%...into compost” request. Additionally, this request is not included in Section 3, Minimum Level of Services, Table 3-1, page 3-7. Is the “50%...into compost a required minimum level of service?
- A See revised page 6-59 of the addendum for amended language on Finished Product Quantities.
- 2.4 Q Page 2-7, Table 2-3 Service District Information  
Is the account information based on Fiscal Year 1998-99 or Calendar Year 1999?

A The information presented in this table represents service accounts as of December 1999.

**Section 3 Service Requirements**

- 3.1 Q Section 3, page 3-8, Line 88 and page 3-11, Line 201  
The term “non-artificial Christmas trees” is used. Does this term include “flocked” or other highly contaminated Christmas trees?
- A The CONTRACTOR shall collect ALL natural Christmas trees, including flocked Christmas trees, set out by Service Units, per article 5.01.6 Christmas Trees on page 6-52.
- 3.2 Q Section 3, page 3-9, Lines 109 through 119  
Is there information on the extent (streets and cross streets) to characterize the modified street sweeping neighborhoods?
- A There are approximately 40-50 neighborhoods that currently receive Modified Street Sweeping. Each neighborhood contains 1-3 Curb Miles. Most of these neighborhoods are concentrated in District A. It is the City’s intent to provide a modified sweep to each impacted neighborhood at least once per quarter. The neighborhoods requiring Modified Street Sweeping change over time. Therefore, the City is soliciting cost proposals for posting and removal of temporary signs for Modified Street Sweeping on a per-Curb Mile basis.
- 3.3 Q Section 3, page 3-11, Lines 170 through 190  
Are the current carts warranted to last a minimum of eleven years? If not, how long is the warranty? Is there information on the growth of the SFD and MFD in the different districts so that the new cart quantities can be estimated?
- A The current SFD garbage carts are warranted for a minimum of ten (10) years. See historic “new cart” delivery rate included with this addendum.
- 3.4 Q Section 3, page 3-11, Lines 206 through 212  
Are other uses for green waste allowed, with the exception of Alternative Daily Cover and disposal (landfilling)? In other sections of the RFP there is reference to cover materials at the landfill. Is this reference for Alternative Daily Cover for use in covering the waste at the end of the operating day?
- A According to article 5.04 Yard Trimmings Processing Services on page 6-58, the CONTRACTOR shall ensure that Yard Trimmings collected pursuant to this contract are not disposed of in a landfill or utilized as alternative daily cover. Only incidental residue (no more than 5% of incoming weight) may be landfilled or used as alternative daily cover. See revised pages 6-10 and 6-59 of the addendum for the amended ADC / landfill disposal time frame.
- 3.5 Q Section 3, page 3-12, Lines 219 through 240 and Section 6, page 6-30, Lines 1095 through 1107  
These sections indicate that the collector of Solid Waste must rely on the collector of Recyclables to provide the required diversion. Does this mean that the city will automatically award the collection of both solid waste and recyclable to the same contractor in order to avoid conflicts? If not, how will conflict be avoided?
- A Contracts will be awarded for the provision of both SFD Solid Waste and Recyclable Material Collection and processing services; thus, eliminating any potential conflicts.

Other service groups being solicited through this RFP process include MFD Solid Waste and Recyclable Material Collection and Processing, and Yard Trimmings Collection and processing and Residential Street Sweeping.

- 3.6 Q General – Is the City of San Jose aware of any cities that have achieved a citywide 35% diversion from multi-family services (as calculated by the method in the proposal)? If so, which ones?
- A No, the City is not aware of other cities that have achieved a 35% diversion rate citywide for MFD services. However, based on the high potential for recycling shown in the waste composition study included in this RFP (Compact Disc, Data\mfdwastecomp), the City believes that 35% diversion is attainable by the third full calendar year of MFD Collection Services.
- 3.7 Q Page 3-1, Sec 3.1.2 Agreement Term  
Please clarify how the City envisions the transition phase, since “deliveries to customers of the Collection carts/bins shall not begin until July 1, 2002.”
- A CONTRACTOR shall be responsible for all Collection Services beginning July 1, 2002. For the switch to commingled Recyclable Material collection, the City has allowed a three-month transition period from July 1, 2002 through September 30, 2002. It is up to the Proposer to develop a sound transition plan that allows for the collection from Service Recipients who have not yet received a new Recycling Cart during this transition period.
- 3.8 Q Page 3-3, Table 3-1 A Summary of Collection Services  
Does the processing plant for recyclable materials need to be in San Jose City limits?
- A The processing plant for recyclable materials does not need to be located within San Jose City limits. Per Page 6-79, each contractor must maintain an office in San Jose where complaints can be received. All other facilities utilized by contractors to perform the services in this RFP could be located outside of San Jose and could be located outside of Santa Clara County.
- 3.9 Q Page 3-10, Sec. 3.4.5 Collection and Street Sweeping Vehicles  
Please define “economically feasible” in the statement “Accordingly, the City wishes Contractors to transition Alternative Fuel Vehicles (AFVs) over a five-year period, beginning July 1, 2002, if economically feasible.”
- A Proposers should specify the additional costs associated with transition to an AFV fleet. Based on the cost proposals, City will determine if it is in the City’s best interest to include this element. Proposers should take into account and pursue the availability to obtain grant funding to drive down the incremental costs associated with an AFV fleet (AFV Grant Schedule is included with this addendum).
- 3.10 Q Page 3-13, Sec. 3.4.14 Reporting Requirements  
“Innovations in data collection are encouraged.” How can the Contractor provide innovative data collection if the system used to collect the information is designed and controlled by the City?
- A The system used to store and analyze the data will be designed and maintained by the City. At a minimum, Contractors shall collect the required data specified in this RFP. Contractors shall design the tools used to collect such data (e.g. route sheets, check lists, logs, on-truck computers, radio-frequency I.D. tags, bar codes, etc.). It is in the design of these data collection tools that innovation is encouraged. Data collected by the contractors shall be input directly into the City’s database by the contractors. To the

extent feasible, the City will work with the Contractors to incorporate any additional design requirements into the system that will further its ability to collect and analyze programmatic data. Contractors shall have continuous on-line access at their own offices to the portions of the City database that contain service-related data pertaining to their customers. Contractors are also encouraged to collect additional service data and provide additional data analysis above and beyond the data and reporting requirements specified in the RFP.

- 3.11 Q Referencing the same section as 3.10 above: Will the Contractor receive data to create work orders/reports?  
A Contractors will be utilizing workorder screens that will be available on the central customer service system and will be entering information directly into the workorder screens, such as for creating a workorder or for indicating a workorder that has been entered by the City has been completed. All information pertaining to a service recipient will be available on the system. In addition, reports will be able to be created that will query information in the customer service system and other program data.
- 3.12 Q Page 3-13, Sec. 3.4.15 Customer Service System  
“A contingency plan has also been developed in case of system failure.” What is the City’s contingency plan?  
A The City will have a contingency plan in place that addresses data, software and equipment reliability. Currently, the customer service system contractor is required to back up the database, both data and software, on a regular basis. Backup tapes are created each day and stored on-site. At the end of each month, a backup tape is taken to an off-site location to ensure the safekeeping of the data and software. Furthermore, the Customer Service System is installed on a Sun Enterprise 3500 server, which is a very reliable piece of equipment. In addition, the City is considering different options to deal with any equipment failure or building damage.
- 3.13 Q Referencing the same section as 3.12 above: Will district security levels be enforced, such as through access codes, etc.?  
A Contractors will only have access to their customer account information, workorder information and program information. Security will be placed at the account level for restriction to service recipient information and on reports so each contractor can only access their particular data.

#### **Section 4 General Instructions to Proposers**

- 4.1 Q Section 4, page 4-6, Lines 195 through 197  
What is the difference between a joint submittal and a submittal that uses subcontractors to provide services like composting and street sweeping?  
A Under a joint submittal, all companies who are signatories to the agreement accept responsibility and will be held accountable for meeting the requirements as set forth in the agreement. Under a subcontractor submittal, the primary signatory of the agreement (not the subcontracted company) assumes full responsibility and accountability for the requirements as set forth in the agreement, including the performance of its Subcontractor.
- 4.2 Q Risks and Contractual Obligations, Section 4.7, line 359

- Please clarify that the scope of the CERCLA indemnification is limited to the time that the Contractor has custody of the wastes and that the Landfill Operator is liable from the point that waste is deposited into the landfill.
- A Type and extent of indemnification should be provided and specified in contractor’s proposal.
- 4.3 Q Page 4-4, Sec. 4.2.12 Proposal Bond  
Do you require a proposal bond on a combined bid for two service districts (i.e. SFD Districts B&C YT and SS) if proposer has already submitted individual bonds and bids for each district?
- A Proposal bonds are required for every individual district that a proposer is interested in servicing. If a proposer is interested in servicing multiple districts, that should be indicated through the multiple district/service discount. Proposers are not required to submit proposals on combined districts. City will determine the award of combined districts
- 4.4 Q Page 4-7, Sec. 4.3.1 Proposal Format  
Please define “similar closure” in the statement “Pages shall be secured by staple, cerlox binding or similar closure.” Is a 3-ring binder (similar to the binding on the City’s RFP) considered a “similar closure?”
- A The City will accept, and in fact encourages, proposals secured in a 3-ring binder.
- 4.5 Q Referencing the same section as 4.4. above: Are section tabs/dividers permitted for ease of organization of proposer’s responses? If so, do the section tabs/dividers need to be on the same paper as outlined in this section?
- A Section tabs and dividers are permitted in proposals. The dividers are not subject to the same requirements outlined in Section 4.3.1.
- 4.6 Q Page 4-9, Sec. 4.4.2A Description of Companies  
Please define “Northern California” boundaries for purposes of any ownership or operating agreements.
- A All California jurisdictions north of the City of San Luis Obispo.
- 4.7 Q Page 4-10, Sec. 4.5.1F Experience and General Qualifications  
In naming the 10 largest public agencies presently being served by the proposer, do you want those agencies such served in Northern California, throughout the state, throughout the nation, or internationally?
- A List the 10 largest agencies served in the United States. However, if a proposer provides services to one or more public agencies located in California, and none of these California public agencies are among its 10 largest public agency clients in the United States, then that proposer should name its largest California client in addition to its 10 largest public agency clients in the United States. Proposers may name more than 10 public agency clients if they feel that this additional information would enhance their proposals.
- 4.8. Q Page 4-11, Sec. 4.6.1 Financial Qualifications Submittal  
Which specific financial statements are required in the audited financial statement (i.e. income statement only)?
- A Audited financial statements should include: balance sheet, income statement, statement of changes, footnotes and subsidiary schedules.

- 4.9. Q Page 4-12, Sec. 4.9 Litigation History  
May the litigation history be limited to the City-defined Northern California area only?  
A Litigation history should cover any litigation activity meeting the requirements within the United States.
- 4.10 Q Page 4-16, Sec. 4.12.6 Processing Operations Plan  
Please clarify “Personnel listing,” (i.e. number of employees projected).  
A Proposers should list all personnel and duties required to fulfill the obligations set forth in the RFP. This requirement includes, but is not limited to, the names of key personnel involved, if known, and anticipated staffing level required.
- 4.11 Q Page 4-17, Sec. 4.12.8 Quality Assurance/Quality Control Plan  
Please further define/expand on this area since the information will already be included in previous sections, such as the Collection Operations Plan.  
A If Quality Assurance/Quality Control Plan is addressed in other areas of the proposal, it should be noted as such.
- 4.12 Q Page 4-12, Sec. 4.9B Litigation History  
“The Proposer must also provide details of any current or threatened legal actions in California against the Proposer...” Please clarify above statement, since the only “threatened legal actions” that we would be able to address would be those that we have current knowledge of.  
A Proposers must include all threatened legal actions that they are aware of.
- 4.13 Q On line #359C., would the City please give an example of what other types of indemnification the City would like provided?  
A See answer to question #4.2.
- 4.14 Q Lines 265-269: Are you asking for a description of relationships/agreements with only those contractors we will use for the RFP – or, all relationships with any businesses we might have in Northern California. If latter, why? Please define “Northern California”.  
A Please list all ownership or operating agreements as specified in Section 4.5.1 on page 4-9. See answer to question #4.6 for definition of “Northern California.”

#### **Section 5 Proposal Evaluation Process**

- 5.1 Q Section 5, page 5-1, Lines 16 and 17  
Does the reference to “all forms in Section 7” apply even if a Contractor is only applying for the yard trimmings and street sweeping? For instance would Form C, in section 7, be included in a submittal for yard trimmings and street sweeping?  
A Proposers must complete all pages of all forms in Section 7. A page may be completed by adding “N/A” for “Not Applicable” to the top of the page or to the elements of the page that do not apply. In the case of a submittal for Yard Trimmings and Residential Street Sweeping only, Form C – Garbage Collection Vehicles would be completed by adding “N/A” to the top of the page.
- 5.2 Q Will the City apply weighting factors to the 6 evaluation criteria described in Section 5.2? If so, what are the weighting factors?  
A Yes, the City will be applying weighting factors to the evaluation criteria. The weighting factors are still to be determined and will be kept confidential.

**Section 6 Collection Services Agreement – Articles 1-4**

**Section 6 Collection Services Agreement – Articles 5 – 7 (A) SFD Collection Services**

- 6A.1 Q SFD Large Item Collection, Frequency of Services, Section 5.03.3, page 6-19 and MFD Large Item Collection, Frequency of Services, Section 5.02.16, page 6-35 – In the interest of collection efficiency and fuel savings, can collection of large items be expanded from the current three (3) Work day notification to collection within five days by the next regularly scheduled pick-up day?
- A The collection requirement will be changed to require collection within 5 work days of notification. See revised page 6-20 and page 6-37.
- 6A.2 Q Page 6-14, Sec. 4.02.3 Additions or Deletions  
After how many additions or deletions of Service Units does Contractor need to submit revised route maps to City?
- A New route maps shall be submitted upon request by the City.
- 6A.3 Q Page 6-18, Sec. 5.02.12 Repair of Garbage Carts  
“Contractor shall remove the Garbage Cart for repairs and deliver a replacement Garbage Cart to the Service Recipient.” Can contractor perform minor field repairs within industry standards as opposed to removing the cart?
- A Minor field repairs within industry standards that would not result in disruption in service or inconvenience to service recipient will be allowed. See revised pages 6-19, 6-28, 6-36, 6-44, and 6-55.
- 6A.4 Q Referencing the same section as 6A.3 above: Can a repaired cart be returned into inventory circulation?
- A Repaired carts in clean and acceptable condition can be returned back into circulation.
- 6A.5 Q Page 6-18, Sec.5.02.13 Garbage Cart Exchange  
Can exchanged carts be placed in circulation if undamaged?
- A Undamaged replaced carts can be returned to circulation after proper cleaning and thorough damage inspection.
- 6A.6 Q Page 6-18, Sec. 5.02.15 Disposal Facility  
Have other “legally permitted disposal” facilities been identified by the City in the event that the current one is closed on a Work Day?
- A The City does not currently have a disposal agreement with any legally permitted disposal facilities other than the Newby Island Landfill. However, the two most likely facilities to be utilized in the event that the Newby Island Landfill is closed on a Work Day are the Guadalupe Mines Landfill and the Kirby Canyon Landfill. These are currently the only landfills besides Newby Island that are located within the City of San Jose and are fully permitted to accept residential garbage.
- 6A.7 Q Referencing the same section as 6A.6 above: How far in advance will Contractor be notified of the change (i.e. no later than 72 hours)?

- A The Contractor will be notified of the change as soon as possible, and no later than 72 hours after the City is informed of the situation.
- 6A.8 Q Referencing the same section as 6A.6 above: How will Contractor be compensated for added travel time or other associated expenses due to having to use other City-appointed disposal facilities in the event that the current one is closed?
- A In the event that the closure is temporary (up to one month in duration) there would be no adjustment in compensation to the CONTRACTOR. However, should there be a long-term or permanent change in the City-approved disposal facilities, the City may enter into negotiations with the CONTRACTOR to adjust the compensation rate(s) for Collection Services. Such negotiations could either increase or decrease the compensation rate(s) depending upon whether the use of City-approved disposal facilities other than the Newby Island Landfill increases or decreases travel time for the contractors.
- 6A.9 Q Page 6-28, Sec. 5.05.1 Conditions of Service  
Please define the dimensions of the broken down corrugated cardboard to be accepted.
- A Service Recipients will be asked to break down corrugated cardboard into dimensions no larger than 4 feet by 4 feet. However, Contractor must collect all uncontaminated cardboard, regardless of dimensions, or whether or not it is broken down.
- 6A.10 Q Page 6-28, Sec. 5.05.18 Recycling – Changes to Work  
Can this language be applied to all other service areas?
- A See revised page 6-29 for adjusted language. At this time, this language will not be applied to other service areas.
- 6A.11 Q Page 6-38, Sec. 5.03.7 Non-Collection  
“Contractor shall **no** **the** required to collect material...” Should state, “Contractor shall **not** **be** required to collect material...”
- A This change is included on the revised page 6-40.

**Section 6 Collection Services Agreement – Articles 5-7 (B) MFD Collection Services**

- 6B.1 Q MFD Recycling Service, Frequency of Service, Section 5.04.3, Page 6-40—This section requires that MFD Recycling service “shall be provided once every week”. But Form N-2 requires a cost proposal for monthly service options based upon cost for one to five days per week. Please clarify.
- A The statement in MFD Collection Services, Section 5.04.3, “shall be provided once every week”, is incorrect. Section 5.04.3 should read “This service shall be provided **at a minimum of** once per week”. See revised page 6-42. Form N-2 is correct including monthly service options based upon the cost for one to five days per week.
- 6B.2 Q Diversion Requirements Section 7.01 (page 6-46) – Is any yard waste included in the diversion calculation?
- A Yard Trimmings collected under the Yard Trimmings Collection Service are not included in the diversion calculation. The contractor may however chose to separate out Yard Trimmings disposed of as Residential Solid Waste. Contractor may include these segregated Yard Trimmings in the diversion calculation, provided that these materials are

processed as set forth in Article 6. (C) (Yard Trimmings Collection Services) of this RFP. In this case, the net tons of Yard Trimmings separated for processing would be added to the net tons of Recyclable Materials sold, and then this sum would be divided by the total tons of Residential Solid Waste (including Yard Trimmings disposed as Residential Solid Waste) and Recyclable Materials collected.

- 6B.3 Q Page 6-42. Sec. 5.04.10 Purchase and Initial Distribution of Recycling Bins and Garbage Carts  
“deliver the Recycling Bins or carts as shall be requested by the management of each **SFD** service unit...” Should state “deliver the Recycling Bins or carts as shall be requested by the management of each **MFD** service unit...”  
A This change is included on the revised page 6-44.
- 6B.4 Q Page 6-42, Sec 5.04.11 Replacement of Recycling Bins or Carts  
Will Contractor be compensated for the cost of those replaced recycling carts or bins in excess of 1 per Agreement Year if the damage sustained was through no fault of the Contractor?  
A Contractor will not be compensated for damaged cart replacements.
- 6B.5 Q Upon the start-up of the contract, the MFD containers of the existing Contractors will be 7-10 years old. Does the City contract require new containers?  
A Containers should be in clean and acceptable conditions and meet the specifications as listed in Exhibit 6.

**Section 6 Collection Services Agreement – Articles 5-7 (C) Yard Trimmings Collection Services**

- 6C.1 Q Section 6 page 6-56, Line 2046  
What if the contractor does not produce “wood chips” as a product?  
A As outlined in article 5.04.7 on page 6-59 Compost or Wood Chips shall be delivered to the City in the quantities outlined at no additional cost to the City. If the contractor does not have the capacity to produce wood chips, the total allocation of finished material would be delivered as finished compost.
- 6C.2 Q Regarding: RFP Section 6, Collection Services Agreement Section 5.04.2 Yard Trimmings Processing Services requires that the contractor ... “shall ensure that all Yard Trimmings Collected pursuant to this Agreement are processed only into the Approved Products lists in Exhibit 21, entitled “Approved Products.” In the event additional products are identified by the CONTRACTOR or processor, CONTRACTOR may request approval of such additional products by the Director of Environmental Services.” What is the procedure for requesting approval of additional products?  
A See revised page 6-58 for the amended procedure to request additional Approved Products.
- 6C.3 Q Referencing the same section as 6C.2 above, are the requests and approvals for additional products required prior to the awarding of the contract?  
A Requests to add Approved Products can be made during the life of the agreement.
- 6C.4 Q Page 6-49, Sec. 5.01.5 Non-Collection of Overages  
How Shall Contractor identify which Service Recipient has a Subscription Cart collection?

- A Through the City’s Customer Service System, Contractors will have continuous on-line access to all service-related data regarding their service recipients, including the type of yard trimmings service to be provided to each customer. The City will utilize the Customer Service System to request initial yard trimmings cart deliveries to Service Units subscribing to Subscription Yard Trimmings Cart Collection Service, as well as ongoing route information.
- 6C.5 Q Referencing same section as 6C.4 above: How shall Contractor identify whether loose Yard Trimmings/Contaminated Yard Trimmings belong to the Service Recipient with the Subscription Cart Collection?
- A The Contractor is required to collect all on-street Yard Trimmings piles placed on the paved surface of the public roadway unless the Yard Trimmings are contaminated or access to the Yard Trimmings is blocked or inhibited by vehicles or other obstacles per Section 5.01.1, Page 6-49. If the yard trimmings set out is not collected for one of these reasons, the driver shall leave a non-collection notice at the Service Unit nearest the Yard Trimmings set-out.
- Subscription Cart Collection Service Recipients will be in on-street collection areas, and thus they can set their Yard Trimmings loose in the street or next to their Subscription Cart. On-street set-outs are subject to the conditions set forth in Section 5.01.1 on page 6-49.
- 6C.6 Q Must the yard trimmings processing facility be fully permitted at the time the proposal is submitted or at the time services begins (i.e., July 1, 2002)?
- A The Yard Trimmings processing facility does not need to be permitted at the time the proposal is submitted. However, as of July 1, 2002 Yard Trimmings collected must be taken to a fully permitted facility, and processed as outlined in Section 5.04 Yard Trimmings Processing Services page 6-58.
- These procedures also apply to the processing of other Recyclable Material at a permitted Materials Recovery Facility as defined on page 6-4.
- 6C.7 Q Compost (page 2-6, 6-55, Exhibit 12C)  
Please clarify the amount of yard trimmings that must be processed into compost and how it will be measured. The wording appears to be inconsistent in different sections of the RFP. Table 2-2 on page 2-6 states that “at least 50% of collected yard trimmings must be made into compost.” For example, if 50% of the mass of this material is lost in the composting process as water vapor and carbon dioxide, then the compost produced represents 25% of all yard trimmings collected. Would this operation meet the program requirement?
- A See revised page 6-59 of the addendum for new language regarding this requirement.
- 6C.8 Q Assuming 29% of the Service Recipients choose carts and most of them choose 32-gallon carts because for the reduced price, insufficient capacity during the seasonal fluctuations would result. It seems that this would encourage two distinct collection systems, with additional equipment, and a vast increase in vehicle emissions. What is the City’s view on this possibility?
- A The parameters of the agreement dictate that Yard Trimmings Collection should take place on the same day as SFD Solid Waste Collection Service. However, depending on the

number of cart subscribers, it would be the responsibility of the Contractor to design routes that optimize collection efficiency.

- 6C.9 Q Would the City consider a maximum percentage of cart users per district?  
A No, the City requires that subscription cart service be available to all interested Service Recipients.
- 6C.10 Q Section 5.01.10 Hours of collection.  
Because of the old growth in the City, increased yearly tonnages have been seen. Although the average tons collected for district B&C have been approximately 300 tons per day, seasonally peaks have resulted in spikes as high as 1,000 tons in one day, with quite a few days averaging 700 to 800 tons per day. In the last collection contract the collector was required to notify the City in case they were going to collect yard waste after 6pm. In the proposed contract, it requires written consent by the City. In many cases, especially holidays the collector does not know that the trucks will be collecting late until it is after 5pm, when it would be difficult to get written permission. Will the City consider oral permission instead of written permission?  
A Please refer to revised page 6-53 of the amendment for requirements on route notification.
- 6C.11 Q Currently, the City does not strictly enforce illegal set outs of yard waste from out-of city residents or landscape contractors. The new proposal calls for the collector to cover the yard waste tipping fees. Will the City increase its enforcement of the illegal dumpers?  
A Yard Trimmings that are dumped in the residential areas by non-residents and landscapers has been an ongoing concern with unlimited collection. The City will continue to coordinate resident education, code enforcement, and contractor needs on this issue.
- 6C.12 Q 5.01.18 Yard Trimming Cart Exchange. Allowing the residential yard waste cart users one free switch per year would create a free-for-all during the seasonal variations when different sized carts are required. The contractor is already pushed to the limit because they will be collecting 700-1000 tons of yard waste per day during seasonal peaks. On top of those seasonal fluctuations, the cart switching activity could become extensive. A large inventory of carts as well as additional carts, equipment, and personnel would be required. Would the City consider only one free cart switch during the entire contract?  
A Service Recipients would have the option to exchange cart size during the contract. The City does not expect that residents will exchange their carts with seasonal fluctuations as there will be no price incentive for them to exchange, and overages are allowable in both cart collection scenarios.
- 6C.11 Q Page 6-51, Sec. 5.01.13 Educational Flyers  
Can information required on the educational Flyer be listed instead on the Non-Collection Notice, thus eliminating the need for flyer? This would be in line with the City's resource reduction practice. The current Garbage Non-Collection Notice is similarly designed, so the notice serves both purposes (why the garbage was left behind or to educate about placement, etc.)  
A Yes, provided that Contractor informs its collection drivers that the situations described on the educational flyer do not constitute grounds for non-collection of yard trimmings.

**Section 6 Collection Services Agreement – Articles 5-7 (D) Residential Street Sweeping Services**

- 6D.1 Q Page 6-59, Sec. 5.01.1 Manner of Service  
Who’s responsible for cleaning the top of the storm drains? During inclement weather or leaf season, materials can block the drain, resulting in flooding or other problems. Where does the street sweeper’s responsibility begin and end?
- A Sweeper is required to make as many passes as necessary to achieve the results demonstrated in photographs in the City’s Quality Street Sweeping Binder. Proposers may view this binder at City offices upon request. As for storm drains specifically, the City would expect the street sweepers to remove virtually all visible debris from above the storm drain grate. As Residential Street Sweeping and On-Street Yard Trimmings Collection will be performed by the same Contractor in each service district, we expect the two services to work together to remove debris from streets and the tops of storm drains.
- 6D.2 Q Page 6-59, Sec. 5.01.1 Manner of Service  
Are the Street Sweeping Service Districts identical to the residential collection Service Districts? If not, please define those areas that do not match.
- A The Service District boundaries are identical. However, not all of the streets within each service district require sweeping as a part of the Residential Street Sweeping Services. The streets within the Central Business District and Transit Mall Zone are not included in the Residential Street Sweeping Services (Page 6-66, Sec. 5.06.2). Major arterial streets, streets in commercial areas, and streets with marked bicycle lanes are usually excluded from the Residential Street Sweeping Services (Page 6-66, Sec. 5.06.1.) The number of Curb Miles in each district that were served by the Residential Street Sweeping Services in 1999 are provided in Section 2, page 2-7, Table 2-3.
- 6D.3 Q Page 6-59, Sec. 5.01.1 Manner of Service  
How many Median Island miles are there within each Service District?
- A We cannot provide any accurate estimate of the number of median miles. They are very uncommon.
- 6D.4 Q Page 6-59, Sec. 5.01.1 Manner of Service  
Are Median Island miles equivalent to curb miles?
- A No. A Curb Mile is defined on Page 6-3 as “All curbs located along one side of a street for a distance of one mile as measured by the CITY. Distances along Median Islands are not considered Curb Miles.” Page 6-63, Sec. 5.01.1 Manner of Service states that “Within any Curb Mile, CONTRACTOR shall be responsible for sweeping all curbs including Median Islands.” Contractors will not receive any additional compensation, or be able to claim additional curb miles, for sweeping along Median Islands.
- 6D.5 Q Page 6-62, Sec. 5.01.6 Hours of Service  
Can high-traveled street or those in the Central Business District or Transit Mall Zone be swept prior to 7 am, such as the flexibility given in the other service areas?
- A The streets within the Central Business District and Transit Mall Zone are not included in the Residential Street Sweeping Services (Page 6-66, Sec. 5.06.2). Contractors are encouraged to design routes that schedule sweeping during low traffic times within City specified collection hours. With the prior consent of the City, contractor may be allowed to sweep other areas prior to 7 am if doing so would produce superior results.
- 6D.6 Q Page 6-62, Sec. 5.01.9 Communications  
“Contractor shall also furnish the City with a portable two-way radio...to enable conversations between City staff and the sweeper drivers.” Under what circumstances

does the City envision speaking directly with the sweeper drivers (as opposed to contacting a designated point of contact with the Contractor)? Would the City employee with access to the radio be a Contract Manager?

A The City does not envision speaking directly to sweeper drivers. This requirement has been deleted. Refer to revised pages 6-64, 6-86 and 6-87 for amended service requirements.

6D.7 Q Page 6-61, Sec. 5.02 Modified Street Sweeping (MWW) Service

“Contractor shall post temporary ‘No parking’ signs...” Can permanent signs with a removable cover be installed in the MSS Service areas instead?

A All proposers for Yard Trimmings and Residential Street Sweeping Services must propose a compensation rate for “Posting & Removal of Temporary Signs for Modified Sweep” on Form N-3, Line B-6. Permanent signs could be proposed as an exception to the agreement utilizing Form M– Exceptions to Agreement. If the signs and installation were provided at no cost to the City, and the signs, area and installation process met with City approval, permanent signs would be acceptable. Removable covers would be necessary, as the City does not currently have funding to provide parking enforcement on all sweep days in the areas targeted for Modified Street Sweeping.

6D.8 Q Page 6-62, Sec. 5.03 Change in Level of Service

Can the level of service be changed after July 1, 2003? Specifically, can it be reduced?

A It is the intent of the City not to change the level of street sweeping service after July 1, 2003. Revised page 6-66 Sec 5.03 has been changed to allow for reductions as well as increases in the level of street sweeping service prior to July 1, 2003. While the City may only require changes in service until July 1, 2003, the level of service may be changed after July 1, 2003 with the consent of both parties. Any changes in service level required by the City prior to July 1, 2003 will utilize the corresponding compensation rates from the Contractor’s service agreement, which will be based upon the compensation rates provided in the Contractor’s proposal, Form N-3, lines A5, C3 and C4. Any changes in service level, either increases or decreases, after July 1, 2003 would require negotiated changes to compensation.

6D.9 Q If proposing on yard waste collection and sweeping, is it acceptable to propose an air vacuum sweeper with a mechanical head?

A Yes.

#### **Section 6 Collection Services Agreement – Articles 8 – 52 and Exhibits**

6E.1 Q Administrative Charges

Over the life of the existing contracts what has been the administrative charges levied on the current Contractors?

A As administrative charges were not incorporated into the current agreements, there is no historic information available.

6E.2 Q Regarding: RFP Section 6, Collection Services Agreement Section 12.01.4 Transformation of Recyclable Material requires: “CONTRACTOR shall not process by means of transformation any Recyclable Materials Collected under this Agreement, nor shall CONTRACTOR ship, transport, deliver or otherwise make available any such Recyclable Materials to any person for the purpose of transformation, without the express written

- authorization of the City’s Director of Environmental Services Department.” What is the procedure for requesting authorization for transformation of a recyclable material?
- A Request shall be submitted in writing to the Director of Environmental Services.
- 6E.3 Q Referencing the same section as 6E.2 above, how is transformation defined for the purpose of this RFP?
- A See answer to question # 8.14.
- 6E.4 Q Referencing the same section as 6E.2 above, is such authorization required prior to the awarding of the contract?
- A Requests can be submitted during the term of the contract.
- 6E.5 Q Specifications and Performance Criteria for Carts and Bins, Exhibits – Can we utilize bin and/or cart sizes and types that are not included in the definition? If so, do we comply with the Specifications and Performance Criteria for Exhibit 5 (Carts) or Exhibit 6 (Bins)?
- A All bins and carts must meet the specifications as outlined. Sizes in addition to the sizes specified can be included as exceptions.
- 6E.7 Q Exhibit 7 – Does the small civic service units list replace the current “city facility contract” list?
- A No, this list has been modified. See revised Exhibit 7A and Revised Exhibit 7.
- 6E.8 Q Exhibit 7 – Does this list include all small civics serviced by current contract?
- A No, this list has been modified. See revised Exhibit 7A and Revised Exhibit 7.
- 6E.9 Q Page 6-66, Sec. 8.04.1 Route Audits  
Can audits be suspended during the Holiday Season following the current practice (mid-November through mid-January)?
- A Yes, this will be allowed.
- 6E.10 Q Page 6-66, Sec. 8.04.1 Route Audits  
If the City notifies the Contractor of a specific route(s) to be audited within a particular week, does this qualify as a “Special Route Audit?”
- A Special Route Audits are those that are conducted in excess of the annual audit.
- 6E.11 Q Page 6-68, Sec. 10.01.3 Lubricants  
“Contract shall utilize re-refined motor oil...” Currently, Compressed Natural Gas (CNG) Vehicles are not certified to use re-refined oil. Can they be exempt from this requirement?
- A Yes, see revised page 6-72.
- 6E.12 Q Page 6-73, Sec. 12.01.1 Processing of Recyclable Materials  
“All balers shall be equipped with tamper-proof counters to record the number and weight of bales.” Please clarify statement and why it is needed.
- A This requirement will be removed. See revised page 6-77 for new requirements.
- 6E.13 Q Page 6-75, Sec. 14.01.1 Annual Collection Service Notice  
“shall be distributed no later than July 1, 2001 during the first year of the Contract...” Is this the correct date?
- A The correct date is June 1, 2002. See revised page 6-80.

- 6E.14 Q Page 6-76, Sec. 14.01.2 Collection Program Magnet  
“distributed no later than June, 2002 during the first year of the contract...” Is this the correct date?  
A The date should read June 1, 2002. See revised page 6-81.
- 6E.15 Q Page 6-76, Sec. 14.01.3 Annual Street Sweeping Calendars  
Are the dates May 15, 2002 and December 15, 2002 correct?  
A Yes, the dates in Section 14.01.3 on revised page 6-81 are correct.
- 6E.15 Q Page 6-81, Sec. 19.02 Service Supervisor  
“The supervisor shall be physically located in the Service District and available to City through the use of telecommunications equipment at all time...” under what circumstances does the City envision speaking directly with the supervisor (as opposed to contacting a designated point of contact with the Contractor)? Would the City employee with access to the telecommunications be a Contract Manager? Also, there would be different supervisors assigned to a Service District pending their shifts.  
A See revised page 6-87 for amended requirements
- 6E.16 Q Page 6-82, Sec. 19.04Y Administrative Charges  
“Failure to deliver any Residential Waste, Recyclable Materials, or Yard Trimmings to the Disposal Facility, Material Recycling Facility or Yard Trimmings facility respectively, except as otherwise expressly provided in this Agreement.” What relief from contract compliance will the City provide to Contractor in the event of a failure to perform by the Disposal Facility operator?  
A This will be determined on a case-by-case basis.
- 6E.17 Q Page 6-82, Sec. 19.04L Administrative Charges  
“Changing routes or route order without proper notifications to the City Representative.” Please define “route order.”  
A Any change in route that would result in a significant change in the usual collection time for a service recipient (i.e., morning collection to afternoon collection) is considered a change in route order. See revised page 6-88.
- 6E.18 Q Page 6-93, Sec. 29.01.2  
“The color of the uniform shall be other than that of City employee.” What is the City employee uniform color?  
A This clause will be dropped. See revised page 6-99.
- 6E.19 Q Page 6-96, Sec. 42.01 Notices  
Please define or provide examples of “Notices” that would require to be sent by certified U.S. mail.  
A Use of certified mail is no longer required. Please see revised page 6-102 for amended language regarding Notices.
- 6E.20 Q Exhibit 5, Garbage, Recyclable Materials and Yard Trimmings Carts  
Under the Warranty section for these carts, it specifies that it needs to be a minimum of 11 years. However, the warranty on the 20-gallon Insert Carts (Exhibit 5B) states 10 years. Please note that the Appendices Section, Forms G, H, and I specify a minimum of 10 years. Is the 11 years warranty incorrect?  
A The 11 year warranty will be reduced to 10 years. See revised Exhibit 5 and 6.

- 6E.21 Q Page 6-81, Sec. 19.04 C Administrative Charges  
“Failure to repair damage to customer property caused by Contractor or its personnel.”  
Some case may take longer to resolve due to the nature of the incident. Will this be taken into consideration prior to the City levying any fees?
- A Yes.
- 6E.22 Q Page 6-68, Sec. 10.01.5 Collection Vehicles  
Will any allowances be made for vehicles beyond 9 years of age that have been completely refurbished and fitted with brand new CNG engines?
- A Yes allowances will be made in these instances. However, vehicles must still meet the rebuilt requirements specified in the RFP.
- 6E.23 Q Page 6-78 Prevailing Wages  
Should we be using the Prevailing Wage calculation given to city council for July 2002?
- A Prevailing Wage should be based on the Wage Determination included in the RFP Appendix.
- 6E.24 Q The Teamster’s Union has negotiated a rate of pay for its workers that is lower than the rate of pay set by the Office of Equality Assurance Wage Determination guidelines. Will the Proposer’s with Teamster Union drivers be allowed to use their negotiated union contract hourly wage and benefits package or will the City require that all Proposer’s use the Office of Equality Assurance Wage Determination guidelines provided in the RFP’s documents?
- A Yes. For the purposes of this RFP, Prevailing Wages means:
- The wages paid under a collective bargaining agreement between the Contractor and a recognized union representing Residential Solid Waste Garbage Truck Drivers and /or Recyclable Materials Truck Drivers who perform services pursuant to this Agreement; or
- If there is no collective bargaining agreement as described above, not less than the prevailing rate of per diem wages for the employee classification as determined by the City’s Office of Equality Assurance Wage Determination.
- 6E.25 Q Shall the successful Proposer be forced to offer employment to all qualified displaced workers regardless of union membership?
- A Page 6-85 clearly states that all non-management workers are covered under this provision shall be offered employment.
- 6E.26 Q Has the Office of Equality Assurance Wage Determination set guidelines for the rate of pay for mechanics? If so what are they? Will the City require mechanics be paid prevailing wages?
- A No. For this RFP, Mechanics are not required to be paid prevailing wages.
- 6E.27 Q Has the Office of Equality Assurance Wage Determination set guidelines for the rate of pay for welders and utility workers? If so what are they? Will the City require welders be paid prevailing wages?
- A No. For this RFP, Welders are not required to be paid prevailing wages

- 6E.28 Q Exhibit 21 Approved Finished Products. Wood and Fiber Mulch. This provision allows for the materials to be used as mulch by landscapers and contractors. Landfill operators across California also use these materials as mulch and erosion control on landfills. Some operators use these materials at non-agronomic rates such as 3' on the side slopes. Responsible operators request that the City stipulate that any yard waste generated materials cannot be used at any landfills without written consent of the City. Since the City has taken a proactive stance against ADC, these provisions should eliminate some of the abuses that have been seen in the past.
- A Please refer to the revised page 6-58 and 6-59 for details on Yard Trimmings residue that can be used as landfill or ADC.

### **Section 7 Proposal Forms**

- 7.1 Q Form N-2, D. Large Item Collection, Page 7-32 – Can there be a range of Incentive Rates Percentage for large Item Collection greater than 50%?
- A There will be no additional incentives for diversion exceeding 50%. However, the City encourages maximum reuse and recycling of these materials.
- 7.2 Q Page 7-28 and Page 7-29 Form N-1  
Why isn't there a form or option for multiple-district bids, for specific combinations of districts besides the Multi Service District Discount?
- A Award of combination districts will be determined by the City. If multiple districts/services are awarded to a single contractor, the appropriate multi-service type /multi-service district discount will be applied to the proposed rates. Proposers should include costs for each Service District it is interested in servicing and indicate interest in servicing multiple Service Districts through the Multi-Service District Discount.
- 7.3 Q Currently, there is a significant disparity in the incentive the City pays (per ton of recycled material) to its two Recycling contractors. On Form N-1, Line A-4, Proposers are asked to state their Base Service Rate, and on line C.1.a-d are asked to insert their own incentive rates. We believe that asking the Proposer's to insert their own incentive rates creates a cost proposal form that: will allow Proposers to "low-ball" Base Service Rates (off-set by large incentives); and will be difficult to objectively evaluate. (A) Would the City, in order to "level the playing field" and create a cost proposal form that can be objectively evaluated, amend Form N-1, C.1.a-d, by providing all Proposers with the same per unit incentives per target diversion rates? (B) If the City refuses to amend Form N-1 (as stated above) what method (mathematical calculation) will the City use to objectively evaluate a Proposer's price? (Please supply the calculations and formula.)
- A (A) The cost proposal forms will not be modified. Please note that the Diversion Incentive Rates are optional service rates. Based on the submitted proposals, the City will determine if it is in the City's best interest to include the annual diversion incentives in the final agreements.  
(B) The methodology that will be used to evaluate the costs of the proposals submitted is confidential.

### **Other Questions**

- 8.1 Q City of San Jose, Local Preference policy, No 0.25

- Would the business fee paid to the landfill for disposal of waste apply as a local preference credit if the Contractor commits to in-city disposal? This commitment would be for the MRF and organics residuals that do not have an allocation at the disposal site.
- A No.
- 8.2 Q Will the City of San Jose provide an electronic word document version of the RFP to all vendors?
- A The RFP will be available on the City's website. However, proposers should not make any modifications to the documents. Specifically, any forms that are returned with format changes will be rejected and deemed non-responsive.
- 8.3 Q On the proof of insurance does the City have to be named on the certificate?
- A Yes, the City must be named as an insured on the certificate of insurance provided by the Contractor.
- 8.4 Q Has the City ever conducted a Waste Characterization Study of Street Sweeping Residue? If yes, when was it done and could proposers receive a copy as an addendum?
- A No.
- 8.5 Q If a Waste Characterization Study of Street Sweeping has been done, who was responsible for the cost of the study?
- A Not applicable.
- 8.6 Q Can Contractors dispose Materials Recovery Facility and Yard Trimmings residue at a disposal facility of their choice? If yes, can it be outside the County limits?
- A Contractors can dispose of residue from the processing of Recyclable Material or Yard Trimmings processing at any fully permitted disposal facility of their choice, located either within or outside of Santa Clara County. Also, see answer to question # 8.19.
- 8.7 Q What are the rating standards for Street Sweeping Service on cleanliness of streets? Will it be the same for this contract?
- A Sweep routes are graded by a City Inspector on a scale of 1 to 5 (1-unacceptable, 2-poor, 3-satisfactory, 4-good and 5-excellent) on both the general appearance of the neighborhood and the actual performance of the sweeper. Guidelines for quality are demonstrated using photographs in the City's Quality Street Sweeping Binder. Proposers may view this binder at City offices upon request.
- 8.8 Q Is there historical data available to Proposers on Street Sweeping Service issues?
- A No.
- 8.9 Q The RFP clearly states that diversion of waste from landfill is a City mandate. Is the City willing to accept proposals under the current RFP for receipt and processing of mixed (and curbside sorted) MSW without collection?
- A No. The City will not contract separately for processing. All responsive proposals must include collection services. Firms that provide only processing services may subcontract for collection services, serve as a subcontractor for a collection company, or submit a joint proposal with a collection company.
- 8.10 Q If not, is the City willing to modify the RFP to allow submission of a range of collection processing, and recycling proposals?

- A No. In the event that a Proposer takes exception to the RFP specifications, such Proposer may set forth those exceptions utilizing Form M “Exceptions To Agreement”. Note that even if exceptions are taken, responsive proposers must also prepare Cost Proposal forms based on the program specifications set forth in the RFP.
- 8.11 Q Is conversion of organic material (putrescibles and waste paper that is not typically recycled) to electricity without incineration or partial oxidation as a method of diversion from landfill?
- A No. This would be defined as transformation and would not be considered diversion per Page 6-78 Section 12.01.4.
- 8.12 Q Is a list of RFP recipients available so that interested parties might pursue joint ventures, and if so, when can it be disseminated?
- A A list of all companies attending the pre-proposal conference has been included with this addendum.
- 8.13 Q Would the City consider issuing second RFP proposal for the development of one or more facilities that would receive mixed (or curbside sorted) MSW from collectors, and through processing and additional recovery of recyclables, further reduce the quantity of waste going to the landfills?
- A No, the City will not be issuing a second RFP. The City will not contract separately for processing. All responsive proposals must include collection services. Firms that provide only processing services may subcontract for collection services, serve as a subcontractor for a collection company, or submit a joint proposal with a collection company.

In the event that a Proposer takes exception to the RFP specifications, he or she may set forth those exceptions utilizing Form M “Exceptions To Agreement”. Note that even if exceptions are taken, responsive proposers must also prepare Cost Proposal forms based on the program specifications set forth in the RFP.

The City will not consider any exceptions that would eliminate separate collection of Recyclable Material, Yard Trimmings and Residential Solid Waste in favor of mixed MSW processing. However, the City may consider exceptions in which the garbage portion of the waste stream (those discards that remain after source separation of Recyclable Materials and Yard Trimmings) is processed for greater diversion (e.g. composted, sorted at a “dirty MRF) prior to being delivered to a City-approved disposal facility. The City may also consider exceptions in which additional residential waste materials not specifically targeted for diversion in the RFP are processed for diversion (e.g. the composting food waste and soiled paper.)

- 8.14 Q Can you provide a copy of legislation describing “Transformation” as referenced in the RFP?
- A Per California Public Resources Code Section 40201: “ ‘Transformation’ ” means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. “Transformation” does not include composting or biomass conversion.”

Per California Public Resources Code Section 40116, “ ‘Compost’ ” means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separate at a centralized

facility. ‘Compost’ includes vegetable, yard and wood wastes which are not hazardous waste.”

Per California Public Resources Code Section 40106 “(a) ‘Biomass Conversion’ means the controlled combustion, when separated from other solid waste and used for producing electricity or heat, of the following materials:

- Agricultural crop residues.
- Bark, lawn, yard, and garden clippings.
- Leaves, agricultural residue, and tree and brush pruning.
- Wood, wood chips, and wood waste.

(b) ‘Biomass conversion’ does not include the controlled combustion of pulp or paper materials, or materials which contain sewage sludge, industrial sludge, medical waste, hazardous waste, or either high-level or low-level radioactive waste.”

- 8.15 Q Does the City have a “minimum required put” of MSW at Newby Island Landfill? Or, can the City benefit substantially from dramatic reductions in waste going to landfill?  
A Under the City’s disposal agreement with Newby Island, the City has an obligation to direct to Newby Island all residential garbage collected in the Recycle Plus program. This requirement does not apply to materials that are diverted from Residential Solid Waste. Therefore, the City may experience decreased disposal costs if materials are diverted from the residential waste stream for recycling or reuse.
- 8.16 Q Will slides from the pre-proposal conference be included with the addendum?  
A Yes. Slides have been included with this addendum.
- 8.17 Q If it’s not diversion, is the City obligated to pay Newby Island?  
A Yes. Under the disposal agreement, the City is obligated to pay Newby Island for each ton of residential garbage collected in the Recycle Plus program that is delivered to any permitted disposal site, regardless of whether the material is delivered to Newby Island.
- 8.18 Q Have there been historical instances where Newby Island has not been able to accept San Jose material?  
A No.
- 8.19 Q Is processing residue from a “dirty MRF” covered under CDA/must that material be taken to Newby?  
A If Contractors take mixed Residential Solid Waste or garbage collected pursuant to this agreement to a "dirty MRF" or other type of mixed waste processing facility, then the residue must be disposed of at the Newby Island Landfill or an alternate City-approved disposal facility.
- 8.20 Q What are the current costs to City for disposal at Newby Island? How is it broken down? Will they increase?  
A Current City disposal cost is \$27.74 per ton and consists of:
- |                       |          |
|-----------------------|----------|
| Base Rate             | \$10.60  |
| Regulatory Costs      | \$ 0.50  |
| Disposal Facility Tax | \$13.00  |
| County AB 939 Fee     | \$ 1.30* |
| Enforcement Fee       | \$ 0.58  |
| State AB 939 Fee      | \$ 1.34  |

County Planning Fee      \$ 0.42

The base rate is adjusted based on CPI. Regulatory costs and other fees are subject to change over time. \*Effective July 1, 2000 this fee will increase to \$2.80 per ton.

- 8.21    Q      What are the benefits of diversion other than costs?  
A      Diversion benefits the City in many ways, a few of which include compliance with State diversion mandates, conservation of landfill capacity, alignment with City's environmental goals and policies, etc.
- 8.22    Q      What is the basis of the \$13/ton tax on waste deposited in the landfill?  
A      The tax was adopted by the San Jose City Council.
- 8.23    Q      Re: Yard Trimmings – If an alternative process, that produces an additional approved product, meets the EPA pathogen rule, is the 50% composting rule/requirement still in effect?  
A      This would be considered as an exception to the Yard Trimmings Services and should be submitted per Form M – Exceptions to the Agreement.
- 8.24    Q      What software is the City requiring contractor to have under Section 3.4.14? Will it include a Unix Operating System, and Ardent database as described in Section 3.4.15?  
A      The contractors will be required to use SBClient on their individual PCs to enable them to access the Customer Service System (CSS). The CSS will include the customer service database (Section 3.4.15) and the tables and entry forms for the data required under Section 3.4.14. With SBClient, the contractors will be able to use the database screens and reports, and export any data they can access to other software applications.
- The contractors will have a continuous link to the City's server that contains the Customer Service System. The server uses the Solaris 2.6 environment, which is based on a Unix operating system. The CSS is built on an Ardent database management system, and the user interface is developed in System Builder. The SBClient software will enable the contractors to use the Customer Service System housed on the City server.
- 8.25    Q      Can carts for recycling collection program be distributed before the new contract begins? Otherwise, the new contractor will not be able to pick up recyclables using the old method.  
A      See answer to question # 3.7.
- 8.26    Q      Is there a web site that will have the Proposers' questions and the City's answers posted? If so, please list the address.  
A      The RFP and all issued addenda will be available on the RFP website [www.rfp.recycleplus.org](http://www.rfp.recycleplus.org). However, Proposers should not make any modifications to the documents. Specifically, any forms that are returned with format changes will be rejected and deemed non-responsive.
- 8.27    Q      Is there a web site that will have all the City's RFP Chapters 1-7 (especially the forms) electronically available? If so please list the address.  
A      See answer to question #8.26.
- 8.28    Q      If the Proposer is proposing on one (1) of the Service Types in all three (3) Service Districts, how much is the Proposal Bond?

- A Proposal bonds would be required for each district; therefore, the total proposal bond required would be \$60,000.
- 8.29 The City has provided data for cart repair and cart replacement by service district. We request the information for new carts delivered per district during the same time period.
- A Historic “new cart” delivery data has been included with this addendum.
- 8.30 Please supply numeric information for the MFD service frequency. The information supplied on the bar charts cannot be read.
- A Please increase the magnification (“zoom”) of the opened file.
- 8.31 What type of documentation is needed to satisfy the City that a rebuilt vehicle (or other equipment) has truly been rebuilt according to the City’s definition?
- A Acceptable documentation would include maintenance records, documentation of parts replaced (with serial numbers is applicable), etc.