
4

5 SECTION 4 GENERAL INSTRUCTIONS TO PROPOSERS

6 4.1 QUESTIONS REGARDING RFP

7 This Section of the RFP is intended to serve as a guide for preparing and
8 submitting the Proposal. The required forms are included as Section 7 of this RFP. The City
9 reserves the right to reject any proposal that does not comply with these instructions.

10 All RFP-related communication with the City prior to the release of City's staff
11 recommendation on the award of Agreements must be through Carol Reed, Purchasing
12 Division. Communication to the City should be in writing by fax, e-mail, or mail to:

13 Mail: San Jose Solid Waste Services–RFP 2000
14 RFP No. 003-00
15 Attn. Carol Reed
16 City of San Jose
17 GS/Purchasing Division
18 1661 Senter Road, 2nd Floor
19 San Jose, CA 95112

20 Fax: (408) 971-3988

21 E-mail: carol.reed@ci.sj.ca.us

22 Web Site: www.rfp.recycleplus.org

23 Responses to written inquiries will be made available to all Proposers. Any
24 supplements, amendments, or Addenda to this RFP will be made in writing and will be issued by
25 the City.

26 4.2 PROPOSAL SUBMISSION

27 4.2.1 Expenses of Proposal Preparation

28 All responses to this RFP shall be prepared at the cost and expense of the
29 Proposer making the response to the RFP, with the express understanding that there shall be
30 no claims whatsoever for reimbursement ~~toef~~ any Proposer from the City for the cost or
31 expense of such preparation for any reason including the cancellation of the RFP.

32 4.2.2 Proposal Submission Date

33 The Proposal submission date and time is 12:00 Noon Pacific Daylight Time
34 (PDT) on July 14, 2000. Any proposal received after 12:00 Noon (PDT) on such date will be
35 rejected and returned to sender unopened. The City reserves the rights to issue addenda that
36 extend the original due date for the proposal should it be determined, in the City's opinion, to be
37 in the best interest of the City.

38 A Proposer may, without prejudice, withdraw a proposal after it has been
39 deposited with the City, provided written notice is given to Carol Reed at the City of San Jose
40 Purchasing Division, and provided such notice of withdrawal is received by the Purchasing
41 Division prior to the closing time set for receiving proposals. Once submitted, proposals may
42 not be corrected or modified prior to the time of opening.

43 Proposals should be firmly sealed in packaging that is clearly marked on the
44 outside "CITY OF SAN JOSE RECYCLE PLUS RFP." Sealed Proposals should be mailed or
45 delivered to:

46 San Jose Solid Waste Services–RFP 2000
47 RFP No. 003-00
48 Attn. Carol Reed
49 City of San Jose
50 GS/Purchasing Division
51 1661 Senter Road, 2nd Floor
52 San Jose, CA 95112

53 Any communication from the City to a Proposer will be transmitted
54 simultaneously to all Proposers along with written questions submitted. Any Proposer who fails
55 to recognize or utilize this process of communication will be notified of its violation of the
56 process and may be disqualified from the RFP process.

57 **4.2.3 Reservation of Rights**

58 The City reserves and holds at its discretion the following rights and options:

- 59 ■ issue addenda to the Request for Proposals, including extending or otherwise
60 revising the timeline for submittals;
- 61 ■ withdraw the Request for Proposals;
- 62 ■ request clarification and/or additional information from the Proposer at any point
63 in the procurement process;
- 64 ■ execute an Agreement or Agreements with one or more Proposers, on the sole
65 basis of the original proposal or any additions to proposal submissions;
- 66 ■ reject any or all Proposals, waive irregularities in any Proposal, accept or reject
67 all or any part of any Proposal, waive any requirements of the Request for
68 Proposals, as may be deemed to be in the best interest of the City; and
- 69 ■ reissue the RFP or modify the RFP.

70 **4.2.4 Confidentiality**

71 Responses to the RFP become the property of the City. At such time as a
72 Proposer or Proposers are recommended to City Council, all proposals become a matter of
73 public record and shall be regarded as such.

74 The City is subject to the California Public Records Act (California Government
75 Code § 6250 *et seq*). Although the Act recognizes that certain confidential trade secret
76 information may be protected from disclosure, the City of San Jose is not in a position to
77 establish that the information a Proposer submits is a trade secret. If a request is made for
78 information which a Proposer has marked “Confidential,” “Trade Secret,” or “Proprietary,” the
79 City’s sole responsibility will be to provide the Proposer who submitted such information notice
80 that the information has been requested; the City will attempt to provide such notice so that the
81 Proposer may seek protection from disclosure by a court of competent jurisdiction.

82 The City shall not in any way be liable or responsible for the disclosure of any
83 such proposal or portions thereof. Any proposal which contains language purporting to render
84 all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be
85 regarded as non-responsive.

86 **4.2.5 Return of Proposals**

87 Proposals will not be returned and may be retained by the City for official record
88 purposes and may be subject to the California Public Records Act.

89 **4.2.6 Consequence of Submission of Proposal**

90 The submission of a proposal shall not be deemed an agreement between the
91 Proposer and the City. Specifically, the following provisions apply:

- 92 ■ the City shall not be obligated to respond to any proposal submitted nor be
93 bound in any manner by the submission of a proposal;
- 94 ■ acceptance of a proposal by the City obligates the Proposer to enter into an
95 Agreement with the City for the Collection Services as proposed by the Proposer
96 and selected by the City; and
- 97 ■ the Agreement shall not be binding or valid against the City unless and until it is
98 executed by the City and the selected Proposer, and the Proposer’s performance
99 bond has been accepted by the City.

100 **4.2.7 Examination of Proposal Materials**

101 The submission of a proposal shall be deemed a representation and warranty by
102 the Proposer that the Proposer has investigated all aspects of the RFP, that the Proposer is
103 aware of the applicable facts pertaining to the RFP process, its procedures and requirements,
104 and that the Proposer has read and understands the RFP. **No request for modification of the**

105 **provisions of a proposal shall be considered after its submission on the grounds that the**
106 **Proposer was not fully informed as to any fact or condition.** Statistical data that may be
107 contained in the RFP or any addenda thereto is for informational purpose only.

108 **4.2.8 Interpretation**

109 No person is authorized to give oral interpretations of, or make oral changes to,
110 the RFP documents. Therefore, oral statements will not be binding and should not be relied
111 upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a
112 written addendum to the RFP document and will be furnished by the City to all Proposers who
113 have signed and submitted the Integrity Process Guidelines in a timely manner and attend the
114 mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP
115 document that are made in writing and furnished to the Proposers by the City may be relied
116 upon.

117 **4.2.9 Verbal Agreements**

118 No verbal agreement or conversation with any officer, agent, or employee of the
119 City, either before or after execution of the Agreement, shall affect or modify any of the terms or
120 obligations contained in the Agreement. Any such verbal agreement or conversation shall be
121 considered as unofficial information and in no way binding upon the City or the Contractor.

122 **4.2.10 Receipt of Addenda**

123 The Proposer shall acknowledge receipt of each addendum by signing in the
124 space provided on the issued addendum and by submitting all addenda with their proposal.
125 Proposer shall also sign and return the cover page of each addendum to the City Purchasing
126 Department via fax to acknowledge receipt.

127 **4.2.11 Clarifications**

128 Proposers are notified to examine thoroughly the instructions, specifications and
129 the service requirements as set forth in this RFP. If there is any doubt or uncertainty as to the
130 meaning of the same, Proposers may ask for any explanation or clarification before submitting
131 their Proposal. All requests for explanation or clarification must be presented to the City in
132 written form.

133 **4.2.12 Proposal Bond**

134 Proposers shall remit with their proposal a bond executed by a surety company
135 licensed to do business in the State of California; or a certified check or a cashier's check
136 payable without recourse to the City of San Jose in an amount whose sum is equal to twenty
137 thousand dollars (\$20,000) for each service type in each Service District proposed. The
138 proposal bond must contain the following language:

139 **“Now, therefore, if the City shall accept the Proposal of the Principal and**
140 **the Principal shall enter into an Agreement with the City in accordance with the terms of**
141 **such Proposal and give such Bond or Bonds as may be specified in the RFP documents**
142 **with good and sufficient surety acceptable to the City, then this obligation shall be null**
143 **and void, otherwise Surety shall pay over to the City immediately the full penal sum of**
144 **this Proposal Bond.”**

145 **“The Surety, for value received, stipulates and agrees that the obligations**
146 **of the Surety shall not be impaired or affected in any way by any extension of the time**
147 **within which the City may accept the Proposal of the Principal and the Surety waives**
148 **notice of any such extension.”**

149 A proposal will not be considered unless accompanied by said proposal bond,
150 certified check or cashier's check. Such deposit shall be a guarantee that the Proposer, if
151 awarded the Agreement, will furnish a performance bond and other required information. If the
152 Proposer fails, refuses, or neglects to furnish the required performance bond and information,
153 the City may retain the deposit or cash the certified check or enforce the proposal bond as
154 compensation for liquidated damages for the Proposer's breach.

155 Proposal bonds will be returned to all unsuccessful Proposers no later than thirty
156 (30) days after the signing of Agreements with successful Proposers. The City will return
157 Proposal Bonds of successful Proposers no later than (30) thirty days after the execution of the
158 Agreement.

159 **4.2.13 Performance Bond**

160 A Performance Bond is required from the successful Proposer within ten (10)
161 calendar days from the date the City Council approves this Agreement. The Performance Bond
162 must be in a form as set forth in Exhibit 4 to the Collection Services Agreement and in an initial
163 amount equal to twenty-five percent (25%) of the Proposer's estimated annual gross revenue
164 for the first year of the Agreement.

165 The amount of the Performance Bond may be adjusted as set forth in Article 21
166 of the Collection Services Agreement.

167 The performance Bond shall be executed by a surety company licensed to do
168 business in the State of California; having an "A-" or better rating by A. M. Best or Standard and
169 Poors; and included on the list of surety companies approved by the Treasurer of the United
170 States.

171 As an alternative to the Performance Bond required by Article 21 of the
172 Agreement, at City's option, Proposer may deposit with City an irrevocable letter of credit in an
173 amount as set forth in Article 21 of the Agreement. If allowed, the letter of credit must be issued
174 by an FDIC insured banking institution chartered to do business in the state of California, in the

175 City's name, and be callable at the discretion of the City. Nothing in this Section shall, in any
176 way, obligate the City to accept a letter of credit in lieu of the performance bond.

177 Each Proposer **must provide**, as a part of the proposal response a commitment
178 letter from a State of California licensed Surety Company, as set forth in the preceding
179 paragraphs, to provide said performance bond. ***The letter of commitment must specifically***
180 ***accept the performance bond language and the amount of the performance bond as***
181 ***stipulated by the CITY in this RFP.***

182 **4.2.14 Pre-Proposal Conference**

183 The Pre-Proposal Conference will be held at 9:00 a.m. PDT, on ~~Friday~~Thursday,
184 May 19, 2000, in the City of San Jose Council Chambers, located at 801 North First Street (see
185 the "General" Section of the Appendices for a map and directions). At this time, any Proposer
186 who has signed and submitted the Integrity Process Guidelines by the deadline may ask
187 questions.

188 **NOTE: Attendance at the Pre-Proposal Conference is Mandatory.**

189 Proposers whose designated representative(s) do not attend the Pre-Proposal
190 Conference will not be allowed to continue in this RFP process, and their proposals, if
191 submitted, shall be disqualified. If a joint proposal is to be submitted, a representative from
192 each firm with a substantial interest (representing more than thirty-three percent (33%) of the
193 total interest) must attend the Pre-Proposal Conference.

194 **4.2.15 Joint Proposals**

195 If two or more Proposers are developing a joint proposal, Ms. Carol Reed of the
196 City Purchasing Division, must be notified in writing by the joint Proposers no later than June
197 ~~30~~2, 2000. This notification will be kept confidential until after submission and opening of the
198 RFPs.

199 **4.2.16 Schedule**

200 The anticipated schedule for the procurement process is as follows:

201	Activity	Date
202	Process Integrity Guidelines Submitted	March 31, 2000
203	RFP Release	April 28, 2000
204	Last Date for Submittal of Written Questions	
205	Prior to Pre-Proposal Conference	May 12, 2000
206	Mandatory Pre-Proposal Conference.....	May 19, 2000
207	Last Date to File Notification With Purchasing	
208	Department of Intent to File Joint Proposal	June 30 ² , 2000
209	Last Date for Submittal of Written Questions	
210	Prior to Proposal Due Date	June 5, 2000
211	Proposals Due	July 14, 2000
212	Recommendations to City Council	September 2000
213	City Council Approval of Agreements	November 2000
214	Begin Contracted Operations.....	July 1, 2002

215 **4.3 INSTRUCTIONS FOR PREPARING THE PROPOSAL**

216 **4.3.1 Proposal Format**

217 The proposal shall be typewritten on both sides of 8 1/2 x 11 inch RECYCLED
218 (minimum of 20% post consumer waste) white paper. Pages shall be secured by staple, cerlox
219 binding or similar closure.

220 All pages are to be consecutively numbered. If a form is provided and there is
221 insufficient space for a response on a form, the response may be continued on a blank page
222 immediately following the form. The additional pages are to be numbered the same as the form
223 with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are
224 needed the form may be copied. The copied pages are to be numbered the same as the form
225 with the addition of the letter "a" "b" "c" etc.

226 Responses must be complete and unequivocal. In instances where a response
227 is not required, or is not applicable or material to the proposal, a response such as "no response
228 required" or "not applicable" is acceptable.

229 **4.3.2 Number of Proposals**

230 One (1) unbound original, one (1) bound original and twenty (20) bound copies of
231 the proposal shall be submitted in printed format. In addition one (1) electronic copy of the
232 proposal in MS Word 97 format shall also be submitted.

233 **4.3.3 Organization of the Proposal**

234 The proposal shall be organized and submitted in accordance with the outline
235 shown in Table 4-1. Instructions for preparing each Section of the proposal shown in the outline
236 are given in the following subsections. The Proposers shall provide the information as
237 requested and as applicable to the proposed services. Headings utilized in the proposal shall
238 be the same as those identified in Table 4-1.
239

TABLE 4-1 OUTLINE FOR PROPOSAL
COVER LETTER
GENERAL PROPOSER INFORMATION
STATEMENT OF OPERATIONAL QUALIFICATIONS
STATEMENT OF FINANCIAL QUALIFICATIONS
RISKS AND CONTRACTUAL OBLIGATIONS
INSURANCE REQUIREMENTS
LITIGATION HISTORY
EXCEPTIONS TO RFP SPECIFICATIONS
STATEMENT OF DISPOSAL AND PROCESSING CAPACITY
STATEMENT OF PROPOSED WORK PLAN
COST INFORMATION
APPENDIX

240 **4.4 COVER LETTER**

241 **4.4.1 Cover Letter**

242 All proposals must be accompanied by a cover letter that clearly indicates the
243 name and title as well as the mailing and e-mail addresses, and telephone and fax numbers of
244 the Proposer's contact person.
245

246 **4.5 GENERAL PROPOSER INFORMATION**

247 ~~**Cover Letter**~~

248 ~~All proposals must be accompanied by a cover letter that clearly indicates the~~
249 ~~name and title as well as the mailing and e-mail addresses, and telephone and fax numbers of~~
250 ~~the Proposer's contact person.~~

251 **4.5.1 Description of the Company(ies)**

252 Proposers shall utilize Forms A & B, provided in Section 7 of the RFP, and such
253 other pages as are needed to provide a comprehensive description of proposing company(ies)
254 ("Proposer"), including but not limited to, the following:

255 A. Proposers shall supply details of ownership of their companies. The following
256 information explaining the type of organization that describes the Proposer's
257 company must be listed:

258 ■ If the company is a corporation, list the state of incorporation, the names
259 and addresses of all officers and agents, the names and addresses of
260 stockholders owning more than 5% of any class of stock in the
261 corporation, and creditors who are owed a debt equal to 5% or more of
262 the company's total assets.

263 ■ If the company is a partnership, list the names and addresses of all
264 partners.

265 ■ If the company is a joint venture, list the names and addresses of all
266 participants. If any participant is a corporation or partnership, provide
267 information requested above for a corporation or partnership as
268 appropriate.

269 ■ List of any of the proposed subcontractors and/or affiliated companies
270 used in the normal course of business, including those involved in
271 recycling of glass, metal, paper, plastic, yard trimmings, etc.

272 ■ Description of any ownership or operating agreements, contractual
273 agreements or relationships with owners or operators of landfills, transfer
274 stations, material recovery facilities, solid waste, recyclables and yard
275 trimmings collection companies, or street sweeping companies operating
276 in the Northern California area.

277 B. A statement that the general experience and qualifications as submitted in the
278 proposal are current, correct and complete.

279 C. To the extent the information is not included in Form B, provide resumes, lists of
280 professional publications, and descriptions of pertinent achievements for key

281 employees, officers, directors or partners of the firms who will be responsible for
282 the completion of the proposed work.

283 D. Proposer shall supply evidence that the Proposer is licensed to do business in
284 the State of California and has paid the City Business Tax as required by chapter
285 4.76 of the San Jose Municipal Code, or a sworn statement that it will take all
286 necessary actions to become so licensed or to comply with SJMC Chapter 4.76,
287 prior to commencement of services if its proposal is accepted.

288 **4.5.2 Conflicts of Interest**

289 Proposer warrants that no gratuities (in the form of entertainment, gifts, or
290 otherwise) were offered or given by Proposer, or any agent or representative of the Proposer, to
291 any officer or employee past or current, of the City or to any of the City's consultants in order
292 to secure the Agreement or favorable treatment concerning the proposal process. The
293 proposing firm (Proposer) affirms and agrees that Proposer will disclose and describe any
294 relationship or arrangement with the City or any of its officers, or employees (past or current) or
295 with any of the City's consultants, its officers or employees (past or current) including R. W.
296 Beck, Inc. that could be deemed inconsistent with conflict of interest statutes, including the
297 Political Reform Act of 1974 (California Government Code § 81000 et seq., as amended),
298 Chapters 12.08 and 12.10 of the San Jose Municipal Code, and Article 4 of Chapter 1 of
299 Division 4 of Title 1 of the California Government Code (commencing with § 1090). For the
300 purposes of this requirement, City's consultants include the following firms:

301 Automated Record Keeping
Bay Area Economics
Brown, Vence & Associates., Inc.
Cal Recovery
Creative Computer Solutions/Harris Computers
Eight Inc
Environmental Planning Consultants
GLS Research
Karen Grobe
MindShare
Orloff/Williams
R. W. Beck, Inc.
San Jose Conservation Corps
San Jose State University Foundation
San Jose Water Company

302

303 **4.6 STATEMENT OF OPERATIONAL QUALIFICATIONS**

304 **4.6.1 Experience and General Qualifications**

305 Proposer shall provide information demonstrating that it has the necessary
306 experience to implement and provide comprehensive Collection Services. A description of the
307 relevant qualifications and experience of the firm and key personnel shall also be provided. The
308 following information must be included:

- 309 A. Describe the relevant experience of the company(ies) for the last fifteen (15)
310 years.
- 311 B. Describe services that the Proposer has implemented in other communities that
312 are similar to those being proposed for the City. This must include the work
313 approach, program results and client contacts.
- 314 C. Identify the manager and responsible office personnel, location of office, and
315 telephone number where operation will be administered.
- 316 D. List relevant technical experience of key personnel and a description of their
317 backgrounds in Street Sweeping, Collection, and processing of solid waste,
318 Recyclable Materials, and Yard Trimmings and/or marketing of recyclable
319 products, including Yard Trimmings.
- 320 E. Identify any special services or performance not identified above but related to
321 this process, including the agency and type of performance.
- 322 F. Name the ten (10) largest public agencies presently being served by the
323 Proposer with similar services to those being proposed on in this proposal,
324 including the name of the supervising public official, address and telephone
325 number. If the Proposer is not presently serving ten (10) public agencies they
326 should provide the requested information for all public agencies presently being
327 served. The City intends to contact appropriate agencies for reference.

328 **4.7 STATEMENT OF FINANCIAL QUALIFICATIONS**

329 **4.7.1 Financial Qualification Submittal**

- 330 A. The Proposer must provide copies of audited financial statements for the entity
331 that is proposed to sign the Agreement, for the most recent three fiscal years.
- 332 B. If the entity that will sign the Agreement has a parent company or is proposing a
333 joint venture, the parent company or joint venture company(ies) must also
334 provide audited financial statements for the most recent three fiscal years. The
335 parent company must provide a statement indicating its intent and means to
336 provide financial assurance of performance.

-
- 337 C. If the entity that will sign the Agreement has been in existence less than three
338 years, the Proposer must provide sufficient financial data to substantiate, to the
339 satisfaction of the City, the Proposer's financial capability and viability of the
340 entity.
- 341 D. In addition to the audited financial statements, the Proposer must provide a
342 statement from the Chief Financial Officer indicating that there has been no
343 material change in the financial circumstances of the proposing entity (or its
344 parent company or owners if they are providing financial assurance of
345 performance) since the date of the last audited financial statements.
- 346 E. Financing of the services and equipment will be the sole responsibility of the
347 successful Proposer. Proposer must demonstrate that it can provide the required
348 financing from either 1) internally generated funds or 2) commitments from
349 external sources.

350 The City reserves the right to require submission by Proposer, at no cost to the
351 City, of an opinion by a Certified Public Accountant with regard to the financial status of such
352 Proposer, including ownership of, or interest in, equipment and facilities prior to award of an
353 Agreement.

354 As is set forth in Section 4.2.4 of this RFP, the City will make best efforts, but
355 make no representation that it will be able to maintain total confidentiality of Proposer's financial
356 information. A Proposer that submits financial information that it asks to have treated as
357 confidential should submit a statement justifying the request, cross reference it in the proposal
358 and label it as a separate attachment, clearly identifying it as confidential. At all times, the City
359 will comply with the provisions of the California Public Records Act.

360 **4.8 RISKS AND CONTRACTUAL OBLIGATIONS**

361 The City requires that certain risks and contractual obligations be borne by the
362 Proposer and be addressed in the proposal. Proposer should address each of the risks and
363 obligations below to 1) assure the City that the Proposer understands the risks and obligations
364 they will bear, and 2) establish the extent of the obligation that the Proposer will assume based
365 upon the category of service to be delivered by the Proposer:

- 366 A. Compliance with City solid waste management policies.
- 367 B. Describe in detail how the Proposer will assist the City in meeting the laws and
368 regulations relating to compliance with the California Integrated Waste
369 Management Act.
- 370 C. Describe what other types of indemnification/CERCLA type protection the
371 Proposer can provide to the City.
- 372 D. Management of Hazardous Wastes inadvertently collected.

-
- 373 E. Environmental review and compliance, and permitting processes.
- 374 F. Fluctuations in quantity, composition, marketability, and prices of recyclables and
375 yard trimmings if applicable to the category that the Proposer has applied for.
- 376 G. Worker safety and OSHA (both Federal and California) requirements.
- 377 H. Other applicable federal and state environmental regulations.

378 **4.9 INSURANCE REQUIREMENTS**

379 Successful Proposers shall procure and maintain for the duration of the
380 Agreement insurance against claims for injuries to persons or damages to property which may
381 arise from, or in connection with Proposer's performance of work or services under this
382 agreement. Proposer's performance of work or services shall include performance by the
383 Proposer, his agents, representatives, employees and sub-contractors. The cost of such
384 insurance shall be included in the Proposer's proposal.

385 The minimum types and scope of insurance are specified in Article 22 of the
386 Agreement located in Section 6 of the RFP documents.

387 **4.10 LITIGATION HISTORY**

388 A. The Proposer must provide a history for the last five (5) years of all claims
389 settlements, arbitrations, litigation proceedings, and civil actions involving
390 \$100,000 or more, and all criminal legal actions in which the company, its parent
391 company, subsidiaries, all partners, or principals were involved. For each case,
392 the Proposer must provide the following:

- 393 ■ the name of the claim, arbitration, litigation or action,
- 394 ■ the amount at issue or the criminal charges alleged, and
- 395 ■ the resolution of the case.

396 B. The Proposer must also provide details of any current or threatened legal actions
397 in California against the Proposer or its parent company, subsidiaries, all
398 partners, principals, or joint venture company(ies) by a governmental entity
399 contracting with the Proposer or its parent company for services relating to solid
400 waste management, or against such a government entity by the Proposer or its
401 parent company or joint venture company(ies). For each action, the Proposer
402 must provide the following:

- 403 ■ the name of the action,
- 404 ■ the court in which the action is pending,
- 405 ■ the action number, and
- 406 ■ the amount at issue.

-
- 407 C. The Proposer shall provide a list of all enforcement actions taken against it
408 during the last five (5) years by any regulatory agency such as, but not limited to,
409 the United States Environmental Protection Agency, the Bay Area Air Quality
410 Management District or a Local Enforcement Agency under the California
411 Integrated Waste Management Act. The list shall include the name of the
412 regulatory agency and the date of the enforcement action.
- 413 D. The Proposer shall inform the City if it has had a permit, franchise, license,
414 entitlements or business licenses that have been revoked or suspended in the
415 last five (5) years.
- 416 E. The Proposer must list any claims against a Bid or Performance Bond and the
417 results and failure to receive a Bid or Performance Bond, or any contractual
418 defaults or termination in the last fifteen (15) years.

419 **4.11 EXCEPTIONS TO RFP SPECIFICATIONS**

420 The Proposer shall indicate all exceptions taken to specifications in this RFP
421 and/or the Agreement on Form M, provided in Section 7 of these RFP documents; exceptions
422 must have suggested changes and the related cost change in the event the exception is not
423 accepted by the City.

424 **4.12 STATEMENT OF PROCESSING CAPACITY**

425 Proposer shall also include as part of their Proposal, a contract or agreement for
426 processing of Recyclable Materials and Yard Trimmings in the event the Proposer will
427 subcontract those activities. To the extent applicable, Proposer shall complete Forms J, K, and
428 L, which are provided in Section 7 of this RFP document.

429 **4.13 STATEMENT OF PROPOSED WORK PLAN**

430 The Proposer shall provide a detailed work plan for providing applicable
431 Collection Services. The work plan must address and include those items as specified below.
432 To the extent applicable, Proposers shall complete Forms C, D, E, F, G, H and I, as provided in
433 Section 7 of this RFP document.

434 Based on the applicable Service requirements specified in the Collection
435 Services Agreement located in Section 6 of these RFP documents, Proposer must prepare a
436 work plan that is specific to the proposed Service Type(s) and Service District(s) of the City.
437 The City will place significant emphasis on Proposer's proposed work plan during the evaluation
438 process. Work plans that do not clearly demonstrate the ability to comply with the minimum
439 diversion requirement(s) established by the City will not be evaluated. At a minimum, the
440 Proposer shall include the following items in the work plan:

441 **4.13.1 Transition Plan**

442 A detailed transition plan specifying implementation schedules and tasks, such as
443 the following:

- 444 ■ equipment acquisition plan,
- 445 ■ how the Proposer will begin new Collection and/or Street Sweeping,
- 446 ■ customer service program,
- 447 ■ distribution of Recycling Carts and, to the extent requested by service recipients,
448 collection of old bins, and
- 449 ■ public education and outreach program.

450 **In developing the transition plan Proposers should consider that the City**
451 **strongly seeks to reduce disruption to customers during the transition period, and to**
452 **minimize changes in collection days.**

453 **4.13.2 Diversion Plan and Schedule**

454 A detailed diversion plan and schedule showing specific programs and tasks,
455 milestones, and time frames for meeting the diversion requirements, as specified in this RFP.
456 This must include the estimated diversion rate for all diverted materials for each calendar year
457 of the Agreement beginning with calendar year 2003. The diversion estimates, which must not
458 be less than the minimum diversion required in the Agreement, should be tied to specific
459 collection methods and public education programs.

460 **4.13.3 Public Education and Outreach Plan**

461 A detailed public education and outreach plan that specifies the methods and
462 public education materials that will be used for program start-up, and throughout the Agreement
463 term. (Minimum specifications are provided in the "Outreach" Section of the Appendices.

464 **4.13.4 Customer Services Plan**

465 A detailed customer service plan that specifies customer service operations.

466 **4.13.5 Collection Operations Plan**

467 A detailed collection operations plan that presents the specific collection
468 programs that will be implemented. This should include:

- 469 ■ Vehicle and container maintenance program, including response/replacement/
470 repair time for vehicles on route.
- 471 ■ Proposer's use of alternative fuel vehicles (AFVs).
- 472 ■ Staffing requirements, including physical and substance abuse testing
473 requirements.

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- 474 ■ Office and operations yard location.
 - 475 ■ Arrangements for materials disposal and/or marketing procedures, including the
 - 476 name and location of facilities, the method for disposal or processing, and the tip
 - 477 or processing fees.
 - 478 ■ Overlap of equipment, staff, offices, cleaning and maintenance facilities, etc.
 - 479 ■ The number of vehicle passes per account.
 - 480 ■ The method of collection and/or street sweeping.
 - 481 ■ Hazardous Waste Management protocol.
 - 482 ■ The financing method that will be used to purchase collection vehicles and
 - 483 containers, and the proposed amortization or depreciation schedule, including
 - 484 Proposer's cost of money.
 - 485 ■ Health and safety management procedures.
 - 486 ■ Additional material that the Proposer feels is required to ensure a smooth
 - 487 transition and superior program performance.

488 **4.13.6 Processing Operations Plan**

489 A detailed MRF and/or Yard Trimmings processing operations plan that presents
490 the specific processing programs that will be implemented for the City. This should include:

- 491 ■ Operating days and hours, and weekly schedule of processing activities.
- 492 ■ Processing equipment description and inventory.
- 493 ■ Personnel listing.
- 494 ■ Sampling and analysis requirements.
- 495 ■ Monthly reporting requirements over those that are part of the Customer Service
- 496 System.
- 497 ■ Processing flow diagram.
- 498 ■ Description of receiving, weighing and handling operations.
- 499 ■ Description of storage, incoming and processed materials.
- 500 ■ Description of pre-processing and post-processing operations.
- 501 ■ Description of processing operations.
- 502 ■ Description of composting operations.
- 503 ■ Residue plan.
- 504 ■ Contingency plan.

505 **4.13.7 Equipment Plan**

506 The Proposer shall provide a discussion on the type of vehicle(s) to be used,
507 past Proposer's experience of other comparable programs with this type of vehicle, whether the
508 vehicles will be leased or owned, the methods which will be used and sequence of steps
509 required to load and unload collected/swept materials, the compatibility of the vehicle design
510 with the design of the facility to which the collected/swept materials will be taken, the number of
511 crew members required per vehicle and their responsibilities, the number of vehicles required
512 for the program, the capacity of the vehicles, the advantages and disadvantages of the type of
513 vehicle chosen (particularly with regard to efficiency, productivity and ease of operator use), and
514 the scheduled maintenance and cleaning of the vehicles. The Proposer shall also provide the
515 cost of vehicles.

516 The Proposer shall include a discussion on the type of carts or bins to be used,
517 and past Proposer's experience of other collection programs with this type of cart or bin.

518 If a Proposer proposes to add the collection of additional Recyclable Materials,
519 the Proposer shall provide a discussion on the impact such addition will have on its proposed
520 system. The discussion shall be specific with regard to required equipment changes, etc.

521 The Proposer shall provide an equipment inventory or list of equipment to be
522 ordered. This inventory should include a detailed listing of the Proposer's equipment and all
523 accessories by type, model, year of manufacture, and anticipated remaining useful life, as of the
524 date of the inventory. Delivery guarantees by manufacturers shall be included in the Proposal
525 for all new equipment to be acquired to accomplish the Agreement.

526 **4.13.8 Quality Assurance/Quality Control Plan**

527 The Proposer shall provide a quality assurance/quality control plan. The plan
528 shall include details on how and by whom the plan will be implemented.

529 **4.13.9 Employee and Labor Relations**

530 The proposer shall provide a detailed Employee and Labor Relations plan to
531 include the following:

- 532 ■ History as an employer;
- 533 ■ Working conditions commitments;
- 534 ■ Assurances of its commitments to labor peace; and
- 535 ■ Information regarding how the Proposer will protect against labor discord during
536 the term of the contracts.

537 **4.14 COST INFORMATION**

538 **4.14.1 Proposer Cost Proposal Forms**

539 The Proposer's signature Form is presented as Form N and the cost proposal
540 forms are presented as Forms N-1, N-2, N-3, N-4 and N-5 and the supplemental cost form is
541 presented as Form N-6. The proposer's proposal form, Form N, must be completed, signed and
542 returned and the cost proposal forms must be completed and returned.

543 Proposer shall utilize Forms N, N-1, N-2, N-3, N-4 and N-5 as appropriate,
544 located in Section 7 of these RFP documents to provide Proposer's proposed service rates.
545 Proposer shall also utilize Form N-6 to provide additional data required by the City.

546 The RFP documents contain information regarding SFD and MFD Service Units
547 and Curb Miles within the Service Districts that is as current as possible as of April 28, 2000.
548 This is the most current information available and should be utilized in completing the cost
549 proposal forms. Proposers submitting proposals do so with the understanding that while the
550 City does not anticipate that there will be any material difference in the information regarding the
551 SFD and MFD Service Unit count and the Curb Miles presented in this RFP document and the
552 SFD and MFD Service Unit count and Curb Mile data that will be effective on July 1, 2002, the
553 City does anticipate that there will be some minor changes in that information.

554 **4.14.2 Annual Rate Adjustment**

555 Proposer's rates will be adjusted in a manner as specified in Article 6 of the
556 Collection Services Agreement located in Section 6 of these RFP documents.

557 **4.15 APPENDIX**

558 The Proposer may provide any additional information that is applicable to this
559 proposal and include such information in an appendix.