
1 **SECTION 4 GENERAL INSTRUCTIONS TO PROPOSERS**

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

5 **4.1 GENERAL INSTRUCTIONS TO PROPOSERS**

6 **4.1.1 HOW TO OBTAIN THIS RFP**

7 This RFP may be downloaded from the DemandStar job posting system located at
8 www.demandstar.com. You must register by calling DemandStar customer support at (800)
9 771-1712 and telling the support representative that you are registering for City of San José
10 procurements, and such registration is free.

11 All addenda and notices related to this procurement will be posted by the City on DemandStar.
12 In the event that this RFP is obtained through any means other than DemandStar, the City will
13 not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

| | | |
|----|------------------|----------------------|
| 14 | Web Site: | DemandStar.com |
| 15 | Demandstar Phone | (800) 711-1712 |
| 16 | Demandstar Bid | |
| 17 | Identifier # | RFP-05-06-09-2005/GP |

18 **4.1.2 QUESTIONS REGARDING RFP**

19 Questions pertaining to this RFP must be submitted in writing to the purchasing contact listed
20 below. When submitting questions, be specific, citing the section/number where possible.
21 Questions must be submitted in writing by 5:00 p.m. Pacific Standard Time ("PST") on
22 March 17, 2006. On March 24 2006, the City will provide a written response in the form of an
23 Addendum to all material questions received by the 5:00 p.m. PST March 17, 2006 deadline.
24 Communication to the City should be in writing by fax, e-mail, or mail to:

| | | |
|----|----------|---|
| 25 | Contact: | Greg Pustelnik |
| 26 | Mail: | Recycle Plus–RFP 2006 |
| 27 | | RFP No. 05-06-09 |
| 28 | | City of San José |
| 29 | | Finance Department/Purchasing Division |
| 30 | | 200 East Santa Clara Street, 13 th Floor |
| 31 | | San José, Ca 95113 |
| 32 | Fax: | (408) 292-6480 |
| 33 | E-mail: | greg.pustelnik@sanjoseca.gov |

34 Responses to written inquiries will be made available to all Proposers. Any supplements,
35 amendments, or Addenda to this RFP will be made in writing and will be issued by the City
36 through the DemandStar system.

37 **4.1.3 OBJECTIONS TO THIS RFP**

38 Any objections as to the structure, content or distribution of this RFP (except the Agreements)
39 must be submitted in writing to the purchasing contact by the deadline listed in Section 4.2.17.
40 Objections must be as specific as possible, and identify the RFP section number and title, as
41 well as a description and rationale for the objection.

42 **4.1.4 LATE PROPOSALS**

43 Late proposals shall be rejected and returned to the Proposer. This deadline is absolute and
44 proposals received after the due date and time shall not be considered. Proposers must select
45 a method of delivery that ensures proposals will be delivered to the correct location by the due
46 date and time.

47 **4.1.5 LOCAL AND SMALL BUSINESS PREFERENCE**

48 It is the policy of the City of San José to encourage local and small business activity. Effective
49 June 18, 2004, the City adopted San José Municipal Code 4.06, which established a Local and
50 Small Business Preference Policy for the procurement of supplies, materials, equipment,
51 general services and consulting services. In order for your company to be eligible for local
52 and/or small business preference, you must complete Form K, Request for Contracting
53 Preference for Local and Small Businesses. If you fail to complete this form and submit it with
54 your proposal, your company will be denied consideration for local/small business preference.
55 This information cannot be submitted later.

56 **4.1.6 CITY BUSINESS TAX**

57 The Proposer(s) shall be required to comply with the San José Municipal Code ("SJMC")
58 Chapter 4.76 with respect to payment of the City Business Tax prior to any commencement of
59 work. Contact Finance Department/Treasury at (408) 535-7055 to determine the applicable tax
60 costs.

61 **4.2 PROPOSAL SUBMISSION**

62 **4.2.1 EXPENSES OF PROPOSAL PREPARATION**

63 All responses to this RFP shall be prepared at the cost and expense of the Proposer making the
64 response to the RFP, with the express understanding that there shall be no claims whatsoever
65 for reimbursement to any Proposer from the City for the cost or expense of such preparation for
66 any reason including the cancellation of the RFP.

67 **4.2.2 PROPOSAL SUBMISSION DATE**

68 The Proposal submission date and time is 2:00 p.m. Pacific Daylight Time (“PDT”) on
69 April 3, 2006. Any proposal received after 2:00 p.m. PDT on such date will be rejected and
70 returned to sender unopened, at the sender’s expense.

71 A Proposer may, without prejudice, withdraw a proposal after it has been deposited with the City,
72 provided written notice is given to Greg Pustelnik at the City of San José Purchasing Division,
73 and provided such notice of withdrawal is received by the Purchasing Division prior to the
74 closing time set for receiving proposals. Once submitted, proposals may not be corrected or
75 modified prior to the time of opening.

76 **4.2.3 NUMBER OF PROPOSALS**

77 **4.2.3.1 TECHNICAL PROPOSAL**

78 One (1) bound original and twenty (20) double-sided copies in 3-ring binders marked “**Recycle**
79 **Plus—RFP 2006 Technical Proposal**” shall be submitted in printed format. In addition, one (1)
80 electronic copy of the Technical Proposal in MS Word format shall also be submitted. Technical
81 Proposals should be firmly sealed in packaging that is clearly marked on the outside “**RFP 05-**
82 **06-09, RECYCLE PLUS PROPOSAL—TECHNICAL PROPOSAL.**”

83 **4.2.3.2 COST PROPOSAL**

84 One (1) bound original and two (2) double-sided copies in 3-ring binders marked “**Recycle**
85 **Plus—RFP 2006 Cost Proposal**” shall be submitted in printed format. In addition, one (1)
86 electronic copy of the Cost Proposal in MS Excel format shall also be submitted. Cost
87 Proposals should be firmly sealed in packaging that is clearly marked on the outside “**RFP 05-**
88 **06-09, RECYCLE PLUS PROPOSAL—COST PROPOSAL.**”

89 The sealed Technical Proposal and the sealed Cost Proposal must be mailed or delivered in
90 separate boxes to:

91 Recycle Plus–RFP 2006
92 RFP No. 05-06-09
93 Attn. Greg Pustelnik
94 City of San José
95 Finance Department/Purchasing Division
96 200 East Santa Clara Street 13th Floor
97 San José, CA 95113

98 **4.2.4 RESERVATION OF RIGHTS**

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

- 100 ▪ Issue addenda to the Request for Proposals, including extending or otherwise
101 revising the timeline for submittals;

-
- 102 ▪ Cancel the Request for Proposals;
 - 103 ▪ Request clarification and/or additional information from the Proposer at any point
 - 104 in the procurement process;
 - 105 ▪ Execute an Agreement or Agreements with one or more Proposers, on the sole
 - 106 basis of the original proposal or any additions to proposal submissions;
 - 107 ▪ Reject any or all Proposals, waive irregularities in any Proposal, accept or reject
 - 108 all or any part of any Proposal, waive any requirements of the Request for
 - 109 Proposals, as may be deemed to be in the best interest of the City;
 - 110 ▪ Reissue the RFP; and/or
 - 111 ▪ Modify the RFP through published Addenda.

112 **4.2.5 ALL PROPOSALS ARE PUBLIC RECORDS**

113 All correspondence with the City including responses to this RFP will become the exclusive
114 property of the City and will become public records under the California Public Records Act (Cal.
115 Government Code section 6250 et seq.) All documents that you send to the City will be subject
116 to disclosure if requested by a member of the public. There are a very limited number of narrow
117 exceptions to this disclosure requirement.

118 Therefore, any proposal which contains language purporting to render all or significant portions
119 of their proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption
120 information required as described below will automatically be considered a public record in its
121 entirety and shall be disclosed to the requesting party without further consideration or notice.

122 Do not mark your entire proposal as “confidential”.

123 The City will not disclose any part of any proposal before it announces a recommendation for
124 award, on the ground that there is a substantial public interest in not disclosing proposals during
125 the evaluation process. After the announcement of a recommended award, all proposals
126 received in response to this RFP will be subject to public disclosure. If you believe that there
127 are portion(s) of your proposal which are exempt from disclosure under the Public Records Act,
128 you must mark it as such and state the specific provision in the Public Records Act which
129 provides the exemption as well as the factual basis for claiming the exemption. For example, if
130 you submit trade secret information, you must plainly mark the information as “Trade Secret”
131 and refer to the appropriate section of the Public records Act which provides the exemption as
132 well as the factual basis for claiming the exemption.

133 Although the California Public Records Act recognizes that certain confidential trade secret
134 information may be protected from disclosure, the City of San José may not be in a position to
135 establish that the information that a Proposer submits is a trade secret. If a request is made for
136 information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide

137 Proposers who submitted the information with reasonable notice to seek protection from
138 disclosure by a court of competent jurisdiction.

139 **4.2.6 RETURN OF PROPOSALS**

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

142 **4.2.7 CONSEQUENCE OF SUBMISSION OF PROPOSAL**

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

- 145 ▪ The City shall not be obligated to respond to any proposal submitted nor be
146 bound in any manner by the submission of a proposal;
- 147 ▪ Acceptance of a proposal by the City obligates the Proposer to enter into an
148 Agreement with the City for the Services as proposed by the Proposer and
149 selected by the City; and
- 150 ▪ The Agreement shall not be binding or valid against the City unless and until it is
151 executed by the City and the selected Proposer, and the Proposer's performance
152 bond has been accepted by the City.

153 **4.2.8 EXAMINATION OF PROPOSAL MATERIALS**

154 The submission of a proposal shall be deemed a representation and warranty by the Proposer
155 that the Proposer has investigated all aspects of the RFP, that the Proposer is aware of the
156 applicable facts pertaining to the RFP process, its procedures and requirements, and that the
157 Proposer has read and understands the RFP. **No request for modification of the provisions
158 of a proposal shall be considered after its submission on the grounds that the Proposer
159 was not fully informed as to any fact or condition.** Statistical data that may be contained in
160 the RFP or any addenda thereto is for informational purpose only.

161 **4.2.9 INTERPRETATION**

162 No person is authorized to give oral interpretations of, or make oral changes to, the RFP
163 documents. Therefore, oral statements will not be binding and should not be relied upon.
164 Should discrepancies or omissions be found in this RFP or should there be a need to clarify the
165 RFP, such clarification will be provided in a form of an addendum. Any interpretation of, or
166 changes to, the RFP documents will be made in the form of a written addendum to the RFP
167 document and will be furnished by the City to all Proposers who have attended the mandatory
168 pre-proposal conference. Only those interpretations of, or changes to, the RFP document that
169 are made in writing and furnished to the Proposers by the City may be relied upon.

170 **4.2.10 VERBAL AGREEMENTS**

171 No verbal agreement or conversation with any officer, agent, or employee of the City, either
172 before or after execution of the Agreement, shall affect or modify any of the terms or obligations
173 contained in the Agreement. Any such verbal agreement or conversation shall be considered
174 unofficial information and not binding upon the City or the Contractor.

175 **4.2.11 ADDENDA**

176 It is the Proposer's responsibility to ensure that any Addenda to a Proposal are downloaded
177 from DemandStar or otherwise obtained. Failure to respond to any Addenda issued may render
178 a Proposal invalid and result in its rejection.

179 **4.2.12 CLARIFICATIONS**

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

185 **4.2.13 PROPOSAL BOND**

186 Proposers shall remit with their proposal a bond executed by a surety company licensed to do
187 business in the State of California; or a certified check or a cashier's check payable without
188 recourse to the City of San José in an amount whose sum is equal to **One-Hundred Thousand**
189 **Dollars (\$100,000)**. The proposal bond must contain the following language:

190 **"Now, therefore, if the City shall accept the Proposal of the Principal and the Principal**
191 **shall enter into an Agreement with the City in accordance with the terms of such**
192 **Proposal and give such Bond or Bonds as may be specified in the RFP documents with**
193 **good and sufficient surety acceptable to the City, then this obligation shall be null and**
194 **void, otherwise Surety shall pay over to the City immediately the full penal sum of this**
195 **Proposal Bond."**

196 **"The Surety, for value received, stipulates and agrees that the obligations of the Surety**
197 **shall not be impaired or affected in any way by any extension of the time within which the**
198 **City may accept the Proposal of the Principal and the Surety waives notice of any such**
199 **extension."**

200 A proposal will not be considered unless accompanied by said proposal bond, certified check or
201 cashier's check. Such deposit shall be a guarantee that the Proposer, if awarded the
202 Agreement, will furnish a performance bond and other required information. If the Proposer
203 fails, refuses, or neglects to furnish the required performance bond and information, the City

204 may retain the deposit or cash the certified check or enforce the proposal bond as
205 compensation for liquidated damages for the Proposer's breach.

206 Proposal bonds will be returned to all unsuccessful Proposers no later than thirty (30) days after
207 the signing of Agreements with successful Proposers. The City will return proposal bonds of
208 successful Proposers no later than (30) thirty days after the execution of the Agreement.

209 **4.2.14 PERFORMANCE BOND**

210 A performance bond is required from the successful Proposer within ten (10) calendar days from
211 the date the City Council approves this Agreement. The performance bond must be in a form as
212 set forth in Exhibit 4 to the Agreement and in an initial amount equal to twenty-five percent
213 (25%) of the City's estimate of the Proposer's annual gross revenue for the first year of the
214 Agreement.

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

218 **4.2.15 MANDATORY PRE-PROPOSAL CONFERENCE**

219 A mandatory Pre-Proposal Conference will be held at 9:30 a.m. PST, on
220 Thursday, March 3, 2006, in the City of San José Council Chambers, located at 200 East Santa
221 Clara Street, San Jose, CA 95113.

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

223 Proposers whose designated representative(s) do not attend the Pre-Proposal Conference will
224 not be allowed to continue in this RFP process, and their proposals, if submitted, shall be
225 disqualified. Designated representatives must work directly for the company submitting the
226 proposal. If a joint proposal is to be submitted, a representative from each firm with a
227 substantial interest (representing more than thirty three (33) percent of the total interest) must
228 attend the Pre-Proposal Conference.

229 **4.2.16 JOINT PROPOSALS**

230 Under a joint proposal, all companies who are signatories to the Agreement must accept
231 responsibility and will be held accountable for meeting the requirements as set forth in the
232 Agreement. Under a subcontractor submittal, the primary signatory of the Agreement (not the
233 subcontracted company) assumes full responsibility and accountability for the requirements as
234 set for the in the Agreement, including the performance of its Subcontractor.

235 **4.2.17 SCHEDULE**

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

| 237 | Activity | Date |
|-----|---|-------------------|
| 238 | RFP Release | February 15, 2006 |
| 239 | Mandatory Pre-Proposal Conference..... | March 3, 2006 |
| 240 | Addendum #1 Issued (Answers to Pre-Proposal Questions)..... | March 10, 2006 |
| 241 | Final Date for Submittal of Written Questions Prior to | |
| 242 | Proposal Due Date..... | March 17, 2006 |
| 243 | Addendum #2 Issued (Answers to Final Questions) | March 24, 2006 |
| 244 | Proposals Due..... | April 3, 2006 |
| 245 | Recommendations Published | May 26, 2006 |
| 246 | City Council Approval of Agreements | June 20, 2006 |
| 247 | Execution of Agreements(s) | June 30, 2006 |
| 248 | Begin Operations | July 1, 2007 |

249 **4.2.18 PROHIBITION OF GIFTS**

250 City of San Jose and its related entities officials are subject to several legal and policy limitations
251 regarding receipt of gifts from persons, firms, or corporations either engaged in business with
252 the City and its related entities, or proposing to do business with the City and its related entities.
253 To avoid even the appearance of impropriety, Proposers should not offer any gifts or souvenirs,
254 even of minimal value, to City officers or employees. The Proposer shall be subject to the City's
255 prohibition. Said prohibition is found in Chapter 12.08 of the SJMC. Proposer agrees not to offer
256 any City officer or designated employee any gift prohibited by said Chapter.

257 The offer or giving of any gift prohibited by Chapter 12.08 of the SJMC shall constitute a
258 material breach of the Agreement by the successful Proposer. In addition to other remedies the
259 City may have by law or equity, City may terminate Agreement for such breach.

260 **4.2.19 NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT**

261 The successful Proposer agrees that there shall be no discrimination against, or segregation of,
262 any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived
263 gender identity, disability, ethnicity, national origin, marital status, or family status, in connection
264 with or related to the performance of San Jose contracts.

265 **4.2.20 CONDITIONS IF WORK IS SUBCONTRACTED**

266 The selected Contractor is the principal and is fully responsible for contracting and
267 communicating the work to be performed and for channeling other information between the City
268 and the subcontractor(s).

269 The selected Contractor shall assume full responsibility including insurance and bonding
270 requirements for the quality and quantity of all work performed, whether it is undertaken by
271 Contractor's own organization or subcontracted to another party.

272 If a subcontractor's involvement requires the use of a licensed, patented, or proprietary process,
273 the contractor of the process shall be responsible for assuring that the subcontractor has been
274 properly authorized to use the process or for providing another process that is comparable to
275 that which is required.

276 **4.2.21 LICENSING**

277 The Contractor shall procure all permits and licenses, pay all charges and fees, and give all
278 notices necessary and incident to the due and lawful prosecution of the work. A City Business
279 License must be obtained.

280 **4.2.22 QUANTITIES**

281 The estimated quantities provided by the City are not guaranteed. These quantities are listed for
282 information purposes only. The quantities may vary depending on the demands of the City. Any
283 variations from these estimated quantities shall not entitle the Proposer to an adjustment in the
284 unit price or to any additional compensation.

285 **4.3 INSTRUCTIONS FOR PREPARING THE PROPOSAL**

286 **4.3.1 PROPOSAL FORMAT**

287 Proposals shall be printed on both sides of 8 1/2 x 11 inch RECYCLED (minimum of 30% post
288 consumer waste) white paper.

289 All pages are to be sequentially numbered, and show the total number of pages (i.e., Page 1 of
290 40), and a Table of Contents shall be provided. If a form is provided and there is insufficient
291 space for a response on a form, the response may be continued on a blank page immediately
292 following the form. The additional pages are to be numbered the same as the form with the
293 addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed the
294 form may be copied. The copied pages are to be numbered the same as the form with the
295 addition of the letter "a" "b" "c" etc.

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

299 **4.4 ORGANIZATION OF THE PROPOSAL**

300 In order to expedite the evaluation process, each Proposal shall be organized in accordance
 301 with this Section as outlined in Table 4-1. Instructions for preparing each Section of the
 302 proposal shown in the outline are given in the following subsections. Proposals that do not
 303 follow the specified format outlined below, or fail to provide the required documentation, may
 304 receive lower scores. In the event of any conflict between any of the Proposal documents,
 305 resolution thereof shall be in the City's sole discretion.

306 The Proposers shall provide the information as requested and as applicable to the proposed
 307 services. A single set of general information can be submitted for multiple service type and or
 308 multiple Service District proposals, so long as all the requirements are included and clearly
 309 distinguishable. Headings and section numbering utilized in the proposal shall be the same as
 310 those identified in Table 4-1. Proposals shall include the following information in the format
 311 indicated.

| SECTION | TABLE 4-1 OUTLINE FOR TECHNICAL PROPOSAL |
|---------------|---|
| 1 | COVER LETTER, TABLE OF CONTENTS, EXECUTIVE SUMMARY, SIGNED ADDENDA, PROPOSAL BOND |
| 2 | GENERAL PROPOSER INFORMATION |
| 3 | STATEMENT OF OPERATIONAL QUALIFICATIONS |
| 4 | STATEMENT OF FINANCIAL QUALIFICATIONS |
| 5 | RISKS AND CONTRACTUAL OBLIGATIONS |
| 6 | LITIGATION HISTORY |
| 7 | EXCEPTIONS TO RFP SPECIFICATIONS |
| 8 | STATEMENT OF PROCESSING CAPACITY |
| 9 | PROPOSED WORK PLANS |
| 10 | REQUIRED AND SUPPLEMENTAL FORMS |
| 11 | APPENDIX |
| | |
| Cost Proposal | COST PROPOSAL (SUBMIT SEPARATELY SEALED) |

312 The following provides a general description of the proposal requirements as outlined in
 313 Table 4-1.

314 **4.4.1 COVER LETTER, TABLE OF CONTENTS, EXECUTIVE SUMMARY, SIGNED ADDENDA,**
315 **PROPOSAL BOND (TECHNICAL PROPOSAL SECTION 1)**

316 All proposals must be accompanied by a cover letter not exceeding the equivalent of four (4)
317 single sided pages and should provide as follows:

318 **4.4.1.1 COVER LETTER**

- 319 ▪ Name, address, telephone number, and fax number of the
320 individual authorized to contractually bind the Proposer and be
321 signed by the authorized individual.
- 322 ▪ Name, address, telephone number, and fax number of Proposer's
323 key contact person and/or project manager.
- 324 ▪ Description of the type of organization (e.g. corporation,
325 partnership, joint venture teams and subcontractors) submitting
326 proposals.
- 327 ▪ Name of the entity that will execute the Agreement, in the event it
328 is awarded.
- 329 ▪ A written statement warranting that the requirements of the
330 Agreement, as described in this RFP document, its enclosures,
331 and all addenda, by listing all addenda and dates received, have
332 been thoroughly reviewed and the Proposer has conducted all due
333 diligence necessary to confirm material facts upon which the
334 proposal is based.
- 335 ▪ A written statement acknowledging the validity of the proposal
336 contents including proposed rates, compensation, and pricing for a
337 period of one hundred eighty (180) days.
- 338 ▪ A list of the service types by Service Districts being proposed on.

339 **4.4.1.2 TABLE OF CONTENTS.**

340 **4.4.1.3 EXECUTIVE SUMMARY.** The executive summary should not exceed the
341 equivalent of six (6) single-sided pages and should highlight the major
342 elements of the Proposer's qualifications and proposal. All information
343 should be provided in a concise manner.

344 **4.4.1.4 SIGNED ADDENDA.**

345 **4.4.1.5 PROPOSAL BOND.**

346 **4.4.2 GENERAL PROPOSER INFORMATION (TECHNICAL PROPOSAL SECTION 2)**

347 **4.4.2.1 DESCRIPTION OF THE COMPANY(IES)**

348 Proposers shall provide a comprehensive description of proposing company(ies) and any
349 subcontractors, including but not limited to, the following:

- 350 ▪ Proposers shall supply details of ownership of their companies and any
351 subcontractors. The following information explaining the type of organization that
352 describes the Proposer's company and any subcontractors must be listed:
 - 353 ○ If the company is a corporation, list the state of incorporation, the names and
354 addresses of all officers and agents, the names and addresses of
355 stockholders owning more than 5% of any class of stock in the corporation,
356 and creditors who are owed a debt equal to 5% or more of the company's
357 total assets.
 - 358 ○ If the company is a partnership, list the names and addresses of all partners.
 - 359 ○ If the company is a joint venture, list the names and addresses of all
360 participants. If any participant is a corporation or partnership, provide
361 information requested above for a corporation or partnership as appropriate.
 - 362 ○ List of any of the proposed subcontractors and/or affiliated companies used in
363 the normal course of business, including those involved in recycling of glass,
364 metal, paper, plastic, yard trimmings, etc.
 - 365 ○ Description of any ownership or operating agreements, contractual
366 agreements or relationships with owners or operators of landfills, transfer
367 stations, material recovery facilities, solid waste, recyclables and yard
368 trimmings collection companies, or street sweeping companies operating in
369 the Northern California area (all California jurisdictions north of the City of
370 San Luis Obispo).
- 371 ▪ A statement that the general experience and qualifications as submitted in the
372 proposal are current, correct and complete.
- 373 ▪ Proposers shall provide an organization chart, job duties and responsibilities of key
374 staff that will be responsible for the completion of the proposed work, segregated to
375 indicate responsibilities by service type. This shall include all subcontractors
376 included in Proposer's proposal.
- 377 ▪ Proposer shall supply evidence that the Proposer and its subcontractors are licensed
378 to do business in the State of California and have paid the City Business Tax as
379 required by Chapter 4.76 of the SJMC, or a sworn statement that it will take all
380 necessary actions to become so licensed or to comply with SJMC Chapter 4.76, prior
381 to commencement of services if its proposal is accepted.

382 **4.4.2.2 CONFLICTS OF INTEREST**

383 Proposer warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were
384 offered or given by Proposer, or any agent or representative of the Proposer, to any officer or
385 employee past or current, of the City or to any of the City's consultants in order to secure the
386 Agreement or favorable treatment concerning the proposal process. The proposing firm
387 (Proposer) affirms and agrees that Proposer will disclose and describe any relationship or
388 arrangement with the City or any of its officers, or employees (past or current) or with any of the
389 City's consultants, its officers or employees (past or current) that could be deemed inconsistent
390 with conflict of interest statutes, including the Political Reform Act of 1974 (California
391 Government Code § 81000 et seq., as amended), Chapters 12.08 and 12.10 of the SJMC, and
392 Article 4 of Chapter 1 of Division 4 of Title 1 of the California Government Code (commencing
393 with § 1090).

394 **4.4.3 STATEMENT OF OPERATIONAL QUALIFICATIONS (TECHNICAL PROPOSAL SECTION**
395 **3)**

396 **4.4.3.1 EXPERIENCE AND GENERAL QUALIFICATIONS**

397 Proposer shall provide information demonstrating that it has the necessary experience to
398 implement and provide the services requested in this RFP. A description of the relevant
399 qualifications and experience of the firm and key personnel shall also be provided. **This shall**
400 **apply to all subcontractors included in Proposer's proposal.** The following information must
401 be included and must be segregated by the service types being proposed:

- 402 ▪ Describe the relevant experience of the company(ies) for the last fifteen (15) years.
- 403 ▪ Describe services that the Proposer has implemented in other communities that are
404 similar to those being proposed for the City. This must include the work approach,
405 program results and client contacts.
- 406 ▪ Identify the manager and responsible office personnel, location of office, and
407 telephone number where operation will be administered.
- 408 ▪ List relevant technical experience of key personnel and a description of their
409 backgrounds in Street Sweeping, collection, and Processing of Solid Waste,
410 Recyclable Materials, and Yard Trimmings and/or marketing of recyclable products,
411 including Yard Trimmings.
- 412 ▪ Identify any special services or performance not identified above but related to this
413 process, including the agency and type of performance.
- 414 ▪ References for the ten (10) largest public agencies presently being directly served by
415 the Proposer with similar services to those being proposed on in this proposal,
416 including the name of the supervising public official, address and telephone number.
417 If the Proposer is not presently serving ten (10) public agencies they should provide

418 the requested information for all public agencies presently being served. The City
419 intends to contact appropriate agencies for reference.

420 **4.4.4 STATEMENT OF FINANCIAL QUALIFICATIONS (TECHNICAL PROPOSAL SECTION 4)**

421 **4.4.4.1 FINANCIAL QUALIFICATION SUBMITTAL**

422 The Proposer must provide copies of audited financial statements for the entity that is proposed
423 to sign the Agreement, for the most recent three fiscal years. Audited financial statements
424 should include: balance sheet, income statement, statement of changes, footnotes, and
425 subsidiary schedules. In the event that a proposer does not have audited financial statements,
426 three years of business tax returns, with supporting schedules, may be provided on an
427 exception basis. However, tax returns are not an alternative to providing audited financial
428 statements; if the proposer has audited financial statements, those must be provided.

- 429 ▪ If the entity that will sign the Agreement has a parent company or is proposing a joint
430 venture, the parent company or joint venture company(ies) must also provide audited
431 financial statements for the most recent three fiscal years. The parent company
432 must provide a statement indicating its intent and means to provide financial
433 assurance of performance.
- 434 ▪ If the entity that will sign the Agreement has been in existence less than three years,
435 the Proposer must provide sufficient financial data to substantiate, to the satisfaction
436 of the City, the Proposer's financial capability and viability of the entity.
- 437 ▪ In addition to the audited financial statements, the Proposer must provide a
438 statement from the Chief Financial Officer indicating that there has been no material
439 change in the financial circumstances of the proposing entity (or its parent company
440 or owners if they are providing financial assurance of performance) since the date of
441 the last audited financial statements.
- 442 ▪ Financing of the services and equipment will be the sole responsibility of the
443 successful Proposer. Proposer must demonstrate that it can provide the required
444 financing from either 1) internally generated funds or 2) commitments from external
445 sources.

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

449 As is set forth in Section 4.2.5 of this RFP, the City will make best efforts, but make no
450 representation that it will be able to maintain total confidentiality of Proposer's financial
451 information. A Proposer that submits financial information that it asks to have treated as
452 confidential should submit a statement justifying the request, cross reference it in the proposal

453 and label it as a separate attachment, clearly identifying it as confidential. At all times, the City
454 will comply with the provisions of the California Public Records Act.

455 **4.4.5 RISKS AND CONTRACTUAL OBLIGATIONS (TECHNICAL PROPOSAL SECTION 5)**

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

- 461
 - Compliance with City solid waste management policies.
 - 462 ○ Describe in detail how the Proposer will assist the City in meeting the laws
 - 463 and regulations relating to compliance with the California Integrated Waste
 - 464 Management Act.
 - 465 ○ Specify the type and extent of indemnification/CERCLA type protection the
 - 466 Proposer can provide to the City.
 - 467 ▪ Management of Hazardous Wastes and Universal Wastes inadvertently collected.
 - 468 ▪ Environmental review and compliance, and permitting processes.
 - 469 ○ Fluctuations in quantity, composition, marketability, and prices of recyclables
 - 470 and yard trimmings if applicable to the category that the Proposer has applied
 - 471 for.
 - 472 ▪ Worker safety and OSHA (both Federal and California) requirements.
 - 473 ▪ Other applicable federal and state environmental regulations.

474 **4.4.6 LITIGATION HISTORY (TECHNICAL PROPOSAL SECTION 6)**

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

- 479
 - The name of the claim, arbitration, litigation or action,
 - 480 ▪ The amount at issue or the criminal charges alleged, and
 - 481 ▪ The resolution of the case.

482 The Proposer must also provide details of any current or threatened legal actions in California
483 against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture
484 company(ies) by a governmental entity contracting with the Proposer or its parent company for
485 services relating to solid waste management, or against such a government entity by the

486 Proposer or its parent company or joint venture company(ies). For each action, the Proposer
487 must provide the following:

- 488 ▪ The name of the action,
- 489 ▪ The court in which the action is pending,
- 490 ▪ The action number, and
- 491 ▪ The amount at issue.

492 The Proposer shall provide a list of all enforcement actions taken against it during the last five
493 (5) years by any regulatory agency such as, but not limited to, the United States Environmental
494 Protection Agency, the Bay Area Air Quality Management District or a Local Enforcement
495 Agency under the California Integrated Waste Management Act. The list shall include the name
496 of the regulatory agency and the date of the enforcement action.

497 The Proposer shall inform the City if it has had a permit, franchise, license, entitlements or
498 business licenses that have been revoked or suspended in the last five (5) years.

499 The Proposer must list any liquidated damages, administrative fines, charges, or assessments
500 that total \$50,000 or greater in any one calendar year during the last five (5) years that have
501 been paid by the Proposer to a public agency as a result of solid waste management services
502 provided by Proposer. The list shall include the name of the public agency, the date and amount
503 of the liquidated damages, administrative fines, charges, or assessments, and the reason the
504 public agency assessed the liquidated damages, administrative fines, charges, or assessments.

505 The Proposer must list any claims against a bid, proposal, or performance bond and the results
506 and failure to receive a bid, proposal, or performance bond, or any contractual defaults or
507 termination in the last fifteen (15) years.

508 **4.4.7 EXCEPTIONS TO RFP SPECIFICATIONS (TECHNICAL PROPOSAL SECTION 7)**

509 Exceptions to the RFP Specifications and the Agreements (Sections 6 and 7 of this RFP) will be
510 considered during evaluations. The City reserves the right to consider any proposed exceptions
511 during its evaluation. Significant exceptions to the Agreements may adversely impact the
512 Proposers evaluation score.

513 Any exceptions taken to specifications in this RFP and/or the Agreements must be included in
514 Form B, provided in Section 8 of these RFP documents; exceptions must have suggested
515 changes and the related cost change in the event the exception is accepted by the City.

516 Proposers should note that the City will not consider or negotiate exceptions to the Agreement
517 that are not submitted in writing in accordance with the requirements of this Section 4.4.7.

518 **4.4.8 STATEMENT OF PROCESSING CAPACITY (TECHNICAL PROPOSAL SECTION 8)**

519 Proposers proposing to provide SFD Recycling Services and/or YT & RSS Services shall also
520 include as part of the Proposal, a contract, agreement, or a letter of commitment for Processing
521 of Recyclable Materials, and Processing of Yard Trimmings in the event the Proposer will
522 subcontract those activities. Proposer shall complete Forms C, and D, which are provided in
523 Section 8 of this RFP document, and shall provide all information as listed in Section 4.4.3,
524 4.4.4, 4.4.5, and 4.4.6 of this Section 4.

525 **4.4.9 PROPOSED WORK PLANS (TECHNICAL PROPOSAL SECTION 9)**

526 The Proposer shall provide detailed work plans for providing applicable Services **for each**
527 **service type and Service District being proposed on.** The Proposer's work plans as
528 required below will be attached as Exhibits in the approved Agreements. The work plans must
529 address and include those items as specified below. Proposers must complete Forms C, D, and
530 E as provided in Section 8 of this RFP document.

531 In completing the work plans as described below, Proposers may complete Forms F, G, and H
532 as provided in Section 8 of this RFP document, to provide addition information.

533 Based on the applicable Service requirements specified in the Agreements located in Sections
534 6A, 6B, and 7 respectively of these RFP documents, Proposer must prepare work plans that are
535 specific to the proposed service type(s) and Service District(s) of the City. The City will place
536 significant emphasis on Proposer's proposed work plans during the evaluation process.
537 Proposers shall include the following work plans for the services types proposed:

538 **4.4.9.1 TRANSITION PLAN**

- 539 A detailed transition plan specifying implementation schedules and tasks, such as the following:
- 540 ▪ Equipment and facility acquisition plan (operating yard, processing facility(ies), office,
541 etc.),
 - 542 ▪ How the Proposer will begin collection and/or Street Sweeping services,
 - 543 ▪ Customer service program,
 - 544 ▪ Public education and outreach program, and
 - 545 ▪ If Proposer is proposing on both SFD Solid Waste Services and SFD Recycling
546 Services, Proposer must describe any change or improvement that combining these
547 services will provide.

548 **In developing the transition plan Proposers should consider that the City strongly seeks**
549 **to reduce disruption to customers during the transition period, and requires the**
550 **maintenance of the current collection day boundaries.**

551 **4.4.9.2 DIVERSION PLAN (SFD RECYCLING SERVICES AND YT & RSS SERVICES**
552 **AGREEMENTS)**

553 A detailed diversion plan and schedule showing specific programs and tasks, milestones, and
554 time frames for meeting the diversion requirements, as specified in this RFP. This **must** include
555 the estimated tonnages for Recyclable Materials Delivered, Processed, and Sold, and the
556 estimated residual tonnages for each calendar year of the Agreement beginning with calendar
557 year 2008. Proposers **must** provide diversion estimates, which must not be less than the
558 minimum diversion required in the Agreement, and **must** be tied to specific collection methods
559 and public education programs. Failure to provide the estimated diversion tonnages and
560 diversion estimates may be grounds for disqualification.

561 If Proposer is proposing on both SFD Solid Waste Services and SFD Recycling Services,
562 Proposer must describe any change or improvement that combining these services will provide
563 (i.e., higher diversion).

564 **4.4.9.3 PUBLIC EDUCATION AND OUTREACH PLAN**

565 A detailed public education and outreach plan that specifies the methods and public education
566 materials that will be used for program start-up, and throughout the Agreement term. (Minimum
567 specifications are provided in Exhibits 11 located in Sections 6 and 7).

568 If Proposer is proposing on both SFD Solid Waste Services and SFD Recycling Services,
569 Proposer must describe any change or improvement that combining these services will provide
570 (i.e., higher participation, lower contamination, etc.).

571 **4.4.9.4 CUSTOMER SERVICE PLAN**

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

573 If Proposer is proposing on both SFD Solid Waste Services and SFD Recycling Services,
574 Proposer must describe any change or improvement that combining these services provide (one
575 call center, fewer total CSRs, etc.).

576 **4.4.9.5 COLLECTION OPERATIONS PLAN**

577 A detailed collection operations plan that presents the specific collection programs that will be
578 implemented. This shall include, at a minimum, the following:

- 579 ▪ Vehicle and container maintenance program, including response/replacement/
580 repair time for vehicles on route.
- 581 ▪ Total number of vehicles by type with reserve vehicles identified.
- 582 ▪ Staffing requirements, including physical examinations and substance abuse testing
583 requirements.
- 584 ▪ Office and operations yard location.

-
- 585 ▪ Arrangements for materials disposal and/or marketing procedures, including the
586 name and location of facilities, the method for disposal or processing, and the tip or
587 processing fees.
 - 588 ▪ Overlap of equipment, staff, offices, cleaning and maintenance facilities, etc.
 - 589 ▪ The number of vehicle passes per account.
 - 590 ▪ The method of collection and/or street sweeping.
 - 591 ▪ Protocol for handling Hazardous Waste and Universal Waste.
 - 592 ▪ The financing method that will be used to purchase collection vehicles and
593 containers, and the proposed amortization or depreciation schedule, including
594 Proposer's cost of money.
 - 595 ▪ Health and safety management procedures.
 - 596 ▪ Additional material that the Proposer feels is required to ensure a smooth transition
597 and superior program performance.

598 If Proposer is proposing on both SFD Solid Waste Services and SFD Recycling Services,
599 Proposer must describe any change or improvement that combining these services will provide
600 (i.e. number of routes, drivers, vehicle passes, etc.).

601 **4.4.9.6 PROCESSING OPERATIONS PLAN (SFD RECYCLING SERVICES AND YT &**
602 **RSS SERVICE AGREEMENTS)**

603 A detailed MRF and/or Yard Trimmings processing operations plan that presents the specific
604 processing programs that will be implemented for the City. This shall, at a minimum, include:

- 605 ▪ All items listed in Forms C and D in Section 8.
- 606 ▪ Facility description including at a minimum the following:
 - 607 ○ Description of processing operations, including the type, age and inventory of
608 equipment used to process recyclables (number of sorting stations, air
609 classifiers, eddy currents, shaker screens, bailers, storage bunkers, etc).
 - 610 ○ Description of composting operations (if applicable).
 - 611 ○ Materials flow description and diagram for delivery, Processing, storage,
612 shipping, and transfer.
 - 613 ○ Traffic flow and description of incoming collection vehicles and outbound
614 shipping of Processed materials and Residue (weighing incoming and
615 outbound loads, tip floor management, etc.).
 - 616 ○ Residue plan.
 - 617 ○ Personnel listing by position and number of each.

-
- 618 ▪ Discussion of whether Proposer will commingle any Recyclable Materials delivered,
619 Processed, or Sold pursuant to this Agreement at Proposer's Materials Recovery
620 Facility with any recyclable materials or solid waste **NOT** collected pursuant to this
621 Agreement.
- 622 ▪ Proposer must provide a "Materials Recovery Facility Delivery and Processing
623 Protocol" for Recyclable Materials or Solid Waste delivered, Processed, or Sold at
624 the Proposer's Materials Recovery Facility that clearly specifies at a minimum, the
625 following:
- 626 ○ A listing of all jurisdictions, or other City Service Districts that have recyclable
627 materials or solid waste delivered, processed or sold at the Materials
628 Recovery Facility;
- 629 ○ A description of scale house and tip-floor management practices;
- 630 ○ How Proposer will monitor, track, and report Recyclable Materials or Solid
631 Waste collected pursuant to this Agreement from other recyclable materials
632 or solid waste;
- 633 ○ The methodology and schedule (i.e., once per quarter) for conducting
634 characterization studies of Recyclables Materials delivered, Processed, and
635 Sold, and Residue;
- 636 ○ The method for segregating, Recyclable Materials or Solid Waste collected
637 pursuant to this Agreement from other recyclable materials or solid waste;
638 and
- 639 ○ The methodology for determining contamination, and rejected
640 loads/materials.
- 641 **NOTE: PROPOSER WILL NOT BE ALLOWED TO COMMINGLE**
642 **RECYCLABLE MATERIALS COLLECTED PURSUANT TO THIS**
643 **AGREEMENT WITH ANY OTHER MATERIALS AT THE CITY**
644 **APPROVED MATERIALS RECOVERY FACILITY UNLESS**
645 **PROPOSER HAS A CITY APPROVED MATERIALS RECOVERY**
646 **FACILITY DELIVERY AND PROCESSING PROTOCOL.**
- 647 ▪ Monthly reporting requirements over those specified in Exhibits 10 located in
648 Sections 6 and 7.
- 649 ▪ Sales and Marketing plan.
- 650 ▪ Quality control plan.
- 651 ▪ Contingency plan which includes alternative storage and processing arrangements in
652 the event that the processing facility is not operational by July 1, 2007, or thereafter,

653 or is unable to process materials for any reason at the Contractor's approved
654 Materials Recovery Facility, or Yard Trimmings Processing Facility.

655 If Proposer is proposing on both SFD Solid Waste Services and SFD Recycling Services,
656 Proposer must describe any change or improvement that combining these services provide (i.e.,
657 higher diversion, lower contamination, etc.).

658 **4.4.9.7 COLLECTION EQUIPMENT PLAN**

659 The Proposer shall provide a discussion on the type of vehicle(s) to be used (automated or
660 semi-automated, front loader, side loader, rear loader, split-body, etc.), Proposer's experience of
661 other comparable programs with this type of vehicle, whether the vehicles will be leased or
662 owned, the methods which will be used and sequence of steps required to load and unload
663 collected/swept materials, the compatibility of the vehicle design with the design of the facility to
664 which the collected/swept materials will be taken, the number of crew members required per
665 vehicle and their responsibilities, the number of vehicles required for the program, the capacity
666 of the vehicles, the advantages and disadvantages of the type of vehicle chosen (particularly
667 with regard to efficiency, productivity and ease of operator use), and the scheduled maintenance
668 and cleaning of the vehicles. The Proposer shall also provide the cost of vehicles. For each
669 used vehicle that Proposers will use, Proposers must include the age, mileage, and the date the
670 vehicle was rebuilt.

671 The Proposer shall include a discussion on the type of carts to be used for replacement of
672 existing carts and to provide for new customers, how Proposer will repair or replace damaged,
673 lost, or stolen carts, and how Proposer will maintain an inventory of replacement carts.

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

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

682 If Proposer is proposing on both SFD Solid Waste Services and SFD Recycling Services,
683 Proposer must describe any change or improvement that combining these services provide (i.e.,
684 different type of collection vehicles, lower cost for carts and vehicles due to volume discounts,
685 etc.).

686 **4.4.9.8 EMPLOYEE AND LABOR RELATIONS PLAN**

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

- 689 ▪ History as an employer;
- 690 ▪ Working conditions commitments;
- 691 ▪ Assurances of its commitments to labor peace; and
- 692 ▪ Information regarding how the Proposer will protect against labor discord during the
693 term of the contracts.

694 **4.4.10 REQUIRED AND SUPPLEMENTAL FORMS (TECHNICAL PROPOSAL SECTION 10)**

695 Proposers are required to complete in full Forms B, C, D, and E in Section 8. Proposers may
696 complete Forms F, G and H as supplemental information to the required work plans as
697 described in Section 4.4.9 of this RFP.

698 Proposers must also compete and submit the following documents with as part of the Technical
699 Proposal:

- | | | |
|-----|--------|---|
| 700 | Form I | Proposer Form located in Section 8 Forms. |
| 701 | Form J | Proposer Questionnaire located in Section 8. |
| 702 | Form K | Local and Small Business Preference located in Section 8. This form |
| 703 | | must be provided if the Proposer is requesting consideration. If this |
| 704 | | form is not included with your Proposal, consideration for local and |
| 705 | | small business preference shall not be granted. This form may not be |
| 706 | | submitted at a later date. |

707 **4.4.11 APPENDIX (TECHNICAL PROPOSAL SECTION 11)**

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

710 **4.4.12 COST PROPOSAL (SEPARATELY SEALED AS COST PROPOSAL)**

711 Proposers must complete Cost Forms A-1 through A-7 in Section 8 as a separately sealed
712 submittal in accordance with Section 4.2.3 of this RFP.

713 The Proposer's Cost Form Signature is presented as Form A-1 and the cost proposal forms are
714 presented as Forms A-2, A-3, A-4, A-5, A-6 and the supplemental cost form is presented as
715 Form A-7. The proposer's signature form, Form A-1, must be completed, signed and returned,
716 and the cost proposal forms must be completed and returned. Proposers must complete all
717 pages of Cost Forms A-1 through A-7 for the Service Types and Service Districts they are
718 proposing on.

719 The RFP documents contain information regarding service units, services, and Curb Miles within
720 the Service Districts as of December 16, 2005. This is the most current information available
721 and should be utilized in completing the cost proposal forms. Proposers submitting proposals
722 do so with the understanding that while the City does not anticipate that there will be any
723 material difference in the information regarding the service units, services, and the Curb Miles
724 presented in this RFP document and the service units, services, and Curb Mile data that will be
725 effective on July 1, 2007, the City does anticipate that there will be some minor changes in that
726 information.

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