



## Addendum 11

RFP-05-06-09 Recycle Plus

April 10, 2006

Please be advised of the following information pertaining to the City of San Jose Recycle Plus Request for Proposal 05-60-09.

1) **CORRECTIONS TO THE RFP:** the following underlined text has been inserted into the RFP as follows:

a. **RFP Section 6a SFD Solid Waste Services Agreement, Exhibit 10 - Daily Collection Data – Page 1 -** CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each calendar month following the month in which the service was completed.

b. **RFP Section 6a SFD Solid Waste Services Agreement, Exhibit 10 - Monthly Collection Data – Page 2 -** CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each calendar month following the month in which the service was completed.

c. **RFP Section 6b SFD Recycling Services Agreement, Exhibit 10 - Daily Collection Data – Page 1 -** CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each calendar month following the month in which the service was completed.

d. **RFP Section 6b SFD Recycling Services Agreement, Exhibit 10 - Monthly Collection Data – Page 2 -** CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each calendar month following the month in which the service was completed.

e. **RFP Section 7 YT and RSS Services Agreement, Exhibit 10 - Daily Collection Data – Page 1 -** CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each calendar month following the month in which the service was completed.

f. **RFP Section 7 YT and RSS Services Agreement, Exhibit 10 - Monthly Collection Data – Page 2 -** CONTRACTOR shall compile data on a daily basis and report the following information monthly by electronic format within ten (10) calendar days of the end of each calendar month following the month in which the service was completed.

**2) QUESTIONS AND ANSWERS:** The following are responses to questions received between March 21, 2006 and March 30, 2006. Questions are organized according to pertinent RFP sections. Some questions are duplicated in appropriate sections.

**Section 2 Background Information**

- 2.1 Q **RFP Section 2.3.3 - Table 2-2 – SFD Services Garbage/SFD Services Recycling - Pages 2-3 and 2-4** - has “Average # damaged carts...” showing 367 in ‘A’ and 300 in ‘C’. In Table 2-2 under recycling the same numbers appears. Would the City please clarify?  
 A Table 2-2 - *SFD Service Recycling* was corrected in Addendum 9, released on March 27th.
- 2.2 Q **RFP Section 2.3.3 - Table 2-3 – SFD Services - Page 2-4** - provides the average number of large items collected per month from districts ‘A’ and ‘C’. Will the City provide us with the number of stops by month for a twelve-month period? Will it also provide tons during the same twelve-month period?  
 A The numbers provided in Table 2-3 are the average number of collection stops, not the average number of collected items. The tables below show the number stops and the total tons collected per month reported during the past year.

2005 Large Item Collections

	District A	District C		District A	District C
Jan	481	513	Jul	558	563
Feb	472	495	Aug	636	639
Mar	633	636	Sep	595	611
Apr	548	522	Oct	526	509
May	555	606	Nov	481	509
Jun	591	613	Dec	465	495

2005 Large Item Total Tonnage Collected

	District A	District C		District A	District C
Jan	59.93	58.83	Jul	66.70	66.38
Feb	53.17	52.98	Aug	70.47	69.65
Mar	74.52	76.64	Sep	64.17	65.80
Apr	60.85	43.91	Oct	52.02	54.65
May	46.07	91.21	Nov	56.13	56.90
Jun	65.24	72.25	Dec	55.54	56.32

- 2.3 Q **RFP Section 2.3.4. – Available Disposal Capacity – Page 2-5** - Can the contractor be allowed to take the residuals from the recycling to the landfill under the city’s disposal contract?  
 A No. Per Section 2.3.4 of the RFP, “Contractor Disposal Allocation will not be provided for Recyclable Materials, Large Items or Yard Trimmings collected under the terms of the Services Agreements including processing residue.”

**Section 3 Service Requirements**

- 3.1 Q **RFP Section 3.1.2 – Agreement Term – Page 3-1** - If the City provides an extension to this contract, as in the previous contract period, it may receive better rates. Would the City consider the same extension period as it has done in the past?  
 A No. There is no extension provision in this contract. This allows for all Recycle Plus contracts to end on the same date - June 30, 2013.

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

- 4.1 Q **RFP Section 4.4.4.1 – Financial Qualification Submittal – Page 4-14** - requires a demonstration that the proposer can provide the internal funds/commitment and/or external funds to acquire the needed capital and operational expense to fulfill the requirements of the contract. Will the City consider a viewing of such material as opposed to a submittal?
- A No, the submittal of financial information is required. The City is not in a position to be able to send an evaluation panel, plus technical advisors for financial issues, to a proposer’s site. Section 4.2.5 of the RFP allows a proposer to mark financial information as confidential or proprietary. The City will follow the procedures described in Section 4.2.5 if a request is made for information that is clearly marked “Confidential,” “Trade Secret” or “Proprietary.”

#### **Section 6A SFD Solid Waste Services Agreement**

- 6a.1 Q **SW Draft Agreement Section 2.01 – Term – Page 5** – “The term of this Agreement shall be for a period beginning on the Effective Date and terminating on June 30, 2013.” As drafted, the contract does not include an option for an extension. We would request that the City reconsider this. Capital investments are normally depreciated over a 10-year period.
- A There is no extension provision in this contract. This allows for all Recycle Plus contracts to end on the same date - June 30, 2013.
- 6a.2 Q **SW Draft Agreement Section 4.01.1 – Service Units – Page 8/Exhibit 8 – Transit Mall Zone – Pages 1 and 2** - Does the collector currently and will the new contract obligate the contractor to collect from the transit authority? If so, how many such stops are there currently? What is the collection schedule? What type of trucks is the contractor currently using to collect?
- A No. The current Recycle Plus Agreements do not include collection service to any Transit Authority. There is no provision in the current RFP that would require that service.
- The current contractor provides collection services only to SFD units in the Central Business District and Transit Mall Zone (see Exhibit 8 of the Agreements for boundaries), and does not collect from non-residential premises. Please refer to Exhibit 8 for collection schedule. The contractor currently uses a split-body vehicle for collection from these SFD units.
- 6a.3 Q **SW Draft Agreement Section 5.04.6-8 – Replacement/Repair/Exchange of Garbage Carts - Page 13** - Can the City please clarify 5.04.6-8 regarding carts (page 13, line 15) of the SFD Solid Waste Services Agreement states service recipient may receive a cart “...during the term of this Agreement at no cost to...” but on line 20-21 the following is written: “...in accordance with the ‘Cart Exchanges in Excess of Once per year’ service rate set fourth in Exhibit 1.” Exhibit 1 and the cost forms discuss a free exchange of carts per service year rather than during the term of this Agreement.
- A See Addendum 7 released March 10, 2006 (question 6a.6). For stolen carts and replacement carts (not damaged by contractor), there will be only one no-cost replacement per service recipient during the service Agreement, even though the compensation rate for additional replacements is the same rate as “Cart Exchanges in Excess of Once per Year.”
- 6a.4 Q **SW Draft Agreement Section 5.04.6 –Replacement of Garbage Carts – Page 13** - Can the vendor replace carts with repaired and well functioning carts as opposed to only brand new carts?
- A Fully functioning, clean and re-furbished used carts may be used as replacements, as long as the used cart meets all specifications listed in Exhibit 5 “Cart Specifications and Performance Criteria.”
- 6a.5 Q What manufacture(s) of carts does the City currently use?
- A While the current contractors use Otto carts, there is no requirement to use a specific manufacturer. Carts from any manufacturer meeting specifications detailed in Exhibit 5 “Cart Specifications and Performance Criteria” are acceptable.

- 6a.6 Q Does the warranty of the carts the current contractor has placed into service carry over to the City of San José? If so, is this a ten-year warranty?  
A No. The City has no arrangement with any cart manufacturer for the carryover of cart warranties supplied at the time of purchase by the existing contractors.
- 6a.7 Q **SW Draft Agreement Section 5.04.9 – Ownership of Carts – Page 14** – “Contractor shall retain ownership of all Garbage Carts in CONTRACTOR’s possession at the expiration or termination of this Agreement.” Is this true of the existing agreement to the City?  
A Carts located at service units at the end of the Agreement will become the property of the City. Additional carts in inventory at the Contractor’s yard for the purposes of cart exchanges and replacements will not belong to the City. Therefore an inventory of carts and repair parts will need to be obtained by the new contractor for the purpose of cart-size exchanges and replacements.
- 6a.8 Q **SW Draft Agreement Section 5.07 – Service Agreement – Page 14** - In section 5.07, the contract discusses the contractor’s responsibility to get service agreements from houses and neighborhood associations. Does the City furnish the template for this agreement? If so, will the City provide them in an addendum? How many such agreements for trash and recycling collections in districts ‘A’ and ‘C’ are currently in existence? How many such service units exist under the current private agreements? Are there additional fees the service unit pays the City or Contractor for such private drive collections?  
A Sample service agreements have been provided in RFP Section 9 (Appendices). Obtaining signed service agreements is the responsibility of the contractor. At this point, there are no signed service agreements from houses or neighborhood associations on record for Districts A or C. There are no additional fees paid to the City or to the Contractor when a service agreement is in effect.
- 6a.9 Q **SW Draft Agreement Section 7.01.1 – Equipment Specs/General Provisions – Page 24** - Does the existing hauler use any satellite or pickup trucks for collection? If so, how many units do they service? Are all current collections, including on premise and private drive, done in enclosed compactor vehicles?  
A With the exception of the units listed in Addendum 7 (question 6a.10) to the RFP, all current solid waste collections are done in enclosed compactor vehicles. In addition to the vehicles and units identified in Addendum 7 (6a 10), the current haulers use the following types of vehicles to perform collections:
  - Spilt-body
  - Flatbed
  - Tractor
  - Sweeper
- 6a.10 Q **SW Draft Agreement Section 7.01.6 – Vehicle Signage and Painting – Page 19** – “Collection vehicles shall be painted white and vehicle striping and logos shall be painted CONTRACTOR’s primary corporate color.” Since the Agreement allows for old equipment to be used, would the City reconsider this requirement?  
A In order to maintain a positive public image, used vehicles (2001 or newer) must be re-painted prior to the start of collection services and not less than every 30 months thereafter.
- 6a.11 Q **SW Draft Agreement Section 12.02 – Collection Services – Page 29** - “CONTRACTOR may be required to provide SFD Solid Waste Services on an emergency service basis prior to July 1, 2007. If CITY requires CONTRACTOR to provide such emergency services, CONTRACTOR shall be compensated for such services at the service rates set forth on Exhibit 1 to this Agreement.”  
Would the City seize the collection vehicles of the previous contractor for the temporary usage, or would the new Contractor need to use its own equipment? If it is the new Contractor’s equipment, it may be problematic contingent on how far in advance of July 1, 2007 the emergency services are implemented.

- A In the event of certain emergencies, current Recycle Plus contractors are required to hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean resulting debris. Per Article 12 of the SFD Solid Waste Services Agreement, the City may also require these services of incoming Recycle Plus contractors prior to July 1, 2007. The City would not “seize” any collection equipment. Incoming contractors may hire necessary equipment in the event new equipment is not available.
- 6a.12 Q **SW Draft Agreement Section 21.22.3 – Contractor’s Records - Page 47** - “Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, ... Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR’s address indicated in the receipt of notices in this Agreement.” Would a third-party record storage service provider be acceptable to the City?
- A Yes, a third-party record storage service provider may be acceptable to the City if it is located in Santa Clara County and the successful proposer guarantees access at no cost to the City.
- 6a.13 Q **SW Draft Agreement Exhibit 10 - Monthly Collection Data - Page 2** - “CONTRACTOR shall use the Consolidated Utility Billing System to report the following on a monthly basis.” When are the monthly reports due?
- A According to Section 8.02 of the SFD Solid Waste Services Agreements, the City will produce a preliminary monthly invoice for all services no later than the 15<sup>th</sup> day of the month following the month in which the services were rendered. In order to complete this calculation, Contractors would need to have all data recorded in the Consolidated Utility billing System or included in a monthly report within ten (10) calendar days of the end of each calendar month following the month in which the service was completed. This language will be included in Exhibit 10 for clarification.

**Section 6B SFD Recycling Services Agreement**

- 6b.1 Q **Recy. Draft Agreement Section 2.01 – Term – Page 8** – “The term of this Agreement shall be for a period beginning on the Effective Date and terminating on June 30, 10013.” As drafted, the contract does not include an option for an extension. We would request that the City reconsider this. Capital investments are normally depreciated over a 10-year period.
- A There is no extension provision in this contract. This allows for all Recycle Plus contracts to end on the same date - June 30, 2013.
- 6b.2 Q **Recy. Draft Agreement Section 3.06.2 - Non-CITY Recyclable Materials – Page 9** - CONTRACTOR shall not commingle, at any time, including the Materials Recovery Facility, ... Recyclable Materials collected pursuant to this Agreement with any other materials, ..., without the express prior written authorization of the City Representative.” If the recyclable materials were delivered to the contractor’s regional facility, could City materials be marketed with other non-City materials following processing?
- A Yes, City of San Jose material may be marketed with other non-City materials provided proposer has a city approved Materials Recovery Facility Delivery and Processing Protocol as per section 4.4.9.6 of the RFP.
- 6b.3 Q **Recy. Draft Agreement Section 5.04 – SFD Large Item Collection Service – Page 14-15** - Currently, where are the large items taken to be disposed or processed?
- A The following is a list of vendors used for disposal and/or processing of materials collected under the current SFD Recycle Plus Agreements:

Zanker Road	Valley Recycling
AERC Recycling Solutions	Newby Island Landfill
American Metals	Pacheco Pass Landfill
BFI Recyclery	Philips Transportation
California Waste Solutions	Roman Tires, Inc

DR3 Recycling	SRDC, Inc
Greenwaste Recovery	Simsmetal America
Classic Fibers	Pacific International
Super Link Plastic	Strategic Materials
Weisco Recycling	MS Services
American Chung Nam	Fujian Nanping Paper Company LTD
American Metal & Iron	Norcal Wastesystems, Inc
American Recycling Solutions	Dongying Huatai Paper Industry Co.
Custom Alloy Scrap Sales, Inc	CellMark
Container Recycling Alliance	Linden Trading Company
Freon Free	Sam & Jenny Inc.

- 6b.4 Q **Recy. Draft Agreement Section 5.06.10 – Ownership of Carts – Page 20** – “Contractor shall retain ownership of all Recycling Carts in CONTRACTOR’s possession at the expiration or termination of this Agreement.” Is this true of the existing agreement to the City?  
A Carts located at service units at the end of the Agreement will become the property of the City. Additional carts in inventory at the Contractor’s yard for the purposes of cart exchanges and replacements will not belong to the City. Therefore an inventory of carts and repair parts will need to be obtained by the new contractor for the purpose of cart-size exchanges and replacements.
- 6b.5 Q **Recy Draft Agreement Section 7.01.7 – Vehicle Signage and Painting – Page 25** – “Collection vehicles shall be painted white and vehicle striping and logos shall be painted CONTRACTOR’s primary corporate color.” Since the Agreement allow for old equipment to be used, would the City reconsider this requirement.  
A In order to maintain a positive public image, used vehicles (2001 or newer) must be re-painted prior to the start of collection services and not less than every 30 months there after.
- 6b.6 Q **Recy. Draft Agreement Exhibit 14 – Large Item List – Pages 1-5** - Will the City provide pictures of typical large item collections and provide a written description of the program?  
A No. Please refer to exhibit 14 for a complete list of acceptable large items.
- 6b.7 Q What fees, if any, are currently charged residents for this collection?  
A The current rate resident’s pay for Large Item collection is \$24.00 for up to three (3) items.
- 6b.8 Q **Recy. Draft Agreement Section 9 - Diversion Standards – Page 31** - Since potentially the City will have two different contractors, one for solid waste services and another for recycling services, what incentive is there for the solid waste services provider to promote diversion?  
A There are no diversion standards in the SFD Solid Waste Services Agreement. The diversion standards of the SFD Recycling Services Agreement are the sole responsibility of the recycling contractor(s). However, the City maintains a comprehensive outreach program that encourages recycling and waste reduction. Additionally, both the SFD Recycling Services and SFD Solid Waste Services Agreements include extensive outreach requirements for the Recycle Plus contractors, including the distribution of materials promoting diversion. Quarterly outreach coordination meetings with all Recycle Plus contractors and the City ensure a coordinated outreach effort.
- 6b.9 Q **Recy. Draft Agreement Section 11.01.2/Exhibit 15 - Materials Recovery Facility - Page 33** - Please clarify “Materials Recovery Facility Delivery and Processing Protocol.”  
A Per section 4.4.9.6 of the RFP, proposer must provide a Materials Recovery Delivery and Processing Protocol as part of its Operations Plan. The protocol approved by the City becomes Exhibit 15 of the Agreement.
- 6b.10 Q **Recy. Draft Agreement Section 11.01.4 - Capacity and Reporting Requirements - Page 34, lines 10-11 and lines 17-18** - “All processed Recyclable Materials shall be weighed after bailing,

containerizing or other processing ... Each bale shall be tagged with a bale tag that contains at a minimum: a non-repeating identification number and material type.” Would the City reconsider some of these requirements if a regional MRF was used, if the contractor was able to clearly identify inbound City inbound tonnage and allocate outbound tonnage based on regular analysis/characterization of the stream?

A The City requires bale tag information for auditing purposes even if tonnage is being allocated through calculations contained in the Materials Recovery Delivery and Processing Protocol. A contractor may submit a request to the City Representative for consideration of an alternative audit mechanism. However, the City is under no obligation to approve the request.

6b.11 Q **Recy. Draft Agreement Section 14.02 - Collection Services - Page 40** - “CONTRACTOR may be required to provide SFD Recycling Services on an emergency service basis prior to July 1, 2007. If CITY requires CONTRACTOR to provide such emergency services, CONTRACTOR shall be compensated for such services at the service rates set forth on Exhibit 1 to this SFD Recycling Agreement.” Would the City seize the collection vehicles of the previous contractor for the temporary usage, or would the new Contractor need to use its own equipment? If it is the new Contractor’s equipment, it may be problematic contingent on how far in advance of July 1, 2007 the emergency services are implemented.

A In the event of certain emergencies, current Recycle Plus contractors are required to hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean resulting debris. Per Article 14 of the SFD Recycling Services Agreement, the City may also require these services of incoming Recycle Plus contractors prior to July 1, 2007. In the event of emergency event, the City would not “seize” any collection equipment. Incoming contractors may obtain necessary equipment in the event new equipment is not available.

6b.12 Q **Recy. Draft Agreement Section 23.22.3 - Contractor’s Records – Page 58** - “Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, ... Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR’s address indicated in the receipt of notices in this Agreement.” Would a third-party record storage service provider be acceptable to the City?

A Yes, a third-party record storage service provider may be acceptable to the City, if it is located in Santa Clara County and the successful proposer guarantees access at no cost to the City.

6b.13 Q **Recy. Draft Agreement Exhibit 10 - Monthly Collection Data – Page 1** - “CONTRACTOR shall use the Consolidated Utility Billing System to report the following on a monthly basis:” When are the monthly reports due?

A According to Section 8.02 of the SFD Recycling Services Agreement, the City will produce a preliminary monthly invoice for all services no later than the 15<sup>th</sup> day of the month following the month in which the services were rendered. In order to complete this calculation, Contractors would need to have all data recorded in the Consolidated Utility billing System or included in a monthly report within ten (10) calendar days of the end of each calendar month following the month in which the service was completed. This language will be included in Exhibit 10 for clarification.

### **Section 7 YT and RSS Services Agreement**

7.1 Q **YT and RSS Services Draft Agreement Section 7.03 – Special Street Sweeping Services – Page 42** - Are there any details to the requirements for the posting and removal of temporary signs for both the enhanced and tow enforced sweeps, such as a minimum or maximum of curb miles per month and/or event. This is important to determine the cost for the services.

A Section 7.03 of the YT and RSS Services Agreement describes in detail the requirements for Enhanced Sweeping Services (ESS) and Tow Enhanced Sweeping Services (TESS). These details specify a maximum of 4 sweeps of either type per month, with a maximum of 3 curb miles per sweep totaling a maximum of 12 curb miles per month.

- 7.2 Q Is there a prevailing wage requirement for the posting and removing of the signs?  
A No. There is no prevailing wage requirement for the posting and removal of temporary signs.
- 7.3 Q Can you please provide a list of the permanently posted no parking signs for street sweeping in district C including curb miles, day, and times posted?  
A This information is contained in the attached Excel file – “District C Signed Areas.”
- 7.4 Q **YT and RSS Services Draft Agreement Section 17.02 –Wage Policy – Page 64** - Article 17.02 “Wage Policy” states that contractor and all approved subcontractors “shall pay those employees performing work related to this Agreement those specified wage rates as set forth in Exhibit 12 (“WAGE REQUIREMENTS) and shall meet the documentation and reporting requirements set forth therein.” Since there are no rates for equipment operators transferring yardwaste from the collection trucks to the transfer vehicles and no rates for the subcontractor’s employees at the compost facility, does this mean these employees do not fall under the wage requirements in Exhibit 12?  
A Correct, these positions are not subject to prevailing wage requirements.

### Section 9 Appendices

- 9.1 Q Will the City provide proposers (vendors) with currently operating route maps for solid waste and recycling collection in both districts ‘A’ and ‘C’ before the proposal due date?  
A The number of units served each day is available in Section 9 (Appendices) of the RFP and is titled “Service Recipients by Collection Day.” Section 3.4 of the RFP states “current collection day boundaries *will be* maintained.” The current contractor’s route information is not available.

### Other

- 1 Q Will the City provide data on current annual employee vacation time?  
A No, the City will not provide this data. For information on wage policy requirements including vacation, refer to
  - Exhibit 12 of the SFD Solid Waste Services and SFD Recycling Services Agreements for prevailing wage requirements
  - Addendum 3 released on March 1, 2006, or
  - Contact the appropriate union to request a copy of its collective bargaining agreement.
- 2 Q It is our intention to hire all those employees of the current contractor who are qualified and apply for a position if we receive the contract. If a sufficient number apply, which we anticipate, we will be negotiating with the Teamsters Union on a new contract. How can we use a labor rate in our proposal when we do not know what the union will demand when we have to guarantee labor peace?  
A The wage determination issued is a minimum level of compensation required.
- 3 Q Since the Wage Policy is only a minimum requirement, are the actual wages in the union contract with Norcal available? In the event that Norcal negotiates a higher rate with the Union prior to the termination of the current contract, in order to keep labor peace, will the City be willing to reimburse the new contractor for the additional labor costs?  
A No, actual wages are not available from the City. Please refer to Addendum 3, released on March 1, 2006, for prevailing wage requirements or contact the appropriate union to request a copy of its collective bargaining agreement.  
  
No, the City will not reimburse the new contractor for additional labor costs.
- 4 Q Since “Labor Peace” is not included in the definitions at the beginning of the contract, can you give us the exact definition of “Labor Peace”?

- A The City of San Jose has a desire to ensure that essential services and labor for which it contracts is provided efficiently and without interruption. Therefore, it is necessary to avoid the potential of disruption by labor disputes. Also see Exhibit 12, section G of the Agreements in sections 6a, 6b, and 7 of the RFP.

**All other Terms and Conditions of the Request for Proposal remain the same.**