



## Addendum 9

RFP-05-06-09 Recycle Plus

March 27, 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 are corrections to the RFP.

- a. **RFP Section 2.3.2, Page 2-4, Table 2-2, Item 2. SFD Services Recycling.** The first reference to “Average # damaged carts reported/month” should be deleted. The corrected Item 2, SFD Recycling reads as follows:

<b>2. SFD Services - Recycling</b>	<b>District A</b>		<b>District C</b>
# of 32 gallon service recipients	6,557		4,389
# of 64 gallon service recipients	10,119		8,212
# of 96 gallon service recipients	72,880		54,111
Average # of disability service recipients that receive free service (monthly)	64		57
Average # damaged carts reported/month	337		197

- b. **RFP Section 6B - SFD Recycling Services Agreement, Section 5.05.6, Used Oil Containers and Used Oil Filter Containers.** The number of Work Days referenced on page 16, line 28, should be changed from “5” to “10”. The corrected Section 5.05.6 reads as follows:

**5.05.6 Used Oil Containers and Used Oil Filter Containers.** Within ten (10) Work Days of receipt of a verbal request from CITY or an SFD Service Unit, CONTRACTOR shall, at CONTRACTOR’s sole cost and expense, provide the SFD Service Unit where the customer resides with Used Oil Containers and Used Oil Filter Containers in the number requested by CITY or the SFD Service Unit but not exceeding a number

sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters.

At the time CONTRACTOR collects Used Oil from an SFD Service Unit, CONTRACTOR shall, at CONTRACTOR's sole cost and expense, leave at the premises one (1) Used Oil Container for each Used Oil Container collected and one (1) Used Oil Filter Container for each Used Oil Filter Container collected. CONTRACTOR shall keep the outside of all Used Oil Containers and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

- c. **RFP Section 6B - SFD Recycling Services Agreement, Section 5.06.6, Purchase and Distribution of Recycling Carts.** The number of Work Days referenced on page 19, line 13, should be changed from "5" to "10". The corrected Section 5.06.6 reads as follows:

**5.06.6 Purchase and Distribution of Recycling Carts.** CONTRACTOR shall purchase and distribute fully assembled and functional Recycling Carts to new Service Units that are added to CONTRACTOR's Service District(s) during the term of this Agreement. The number of Recycling Carts and the size of each Recycling Cart to be distributed will be in accordance with the information provided by the CITY and except as provided in Section 4.03 of this Agreement, CONTRACTOR shall complete the distribution within ten (10) Work Days of receipt of the information. If directed by the City Representative, CONTRACTOR will provide multiple Recycling Carts to a Service Unit. Recycling Carts shall be affixed with the CITY recycling logo, and shall meet the specifications set forth in Exhibit 5.

- d. **RFP Section 6B - SFD Recycling Services Agreement, Section 5.06.7, Replacement of Recycling Carts.** The number of Work Days referenced on page 19, lines 20 and 25, should be changed from "5" to "10". The corrected Section 5.06.7 reads as follows:

**5.06.7 Replacement of Recycling Carts.** CONTRACTOR's employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment. Any Recycling Cart damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR's expense, within ten (10) Work Days at no cost or inconvenience to the Service Recipient and at no cost to CITY.

Upon notification to CONTRACTOR by the City Representative or a Service Recipient that the Service Recipient's Recycling Cart has been stolen or that it has been damaged beyond repair through no fault of

CONTRACTOR, CONTRACTOR shall deliver a replacement Recycling Cart to such Service Recipient within ten (10) Work Days of the notification.

Each Service Recipient shall be entitled to the replacement of one (1) lost, destroyed, or stolen Recycling Cart during the term of this Agreement at no cost to the Service Recipient or CITY. Except in the case of a Recycling Cart that must be replaced because of damage caused by CONTRACTOR or in the case where CONTRACTOR elects to replace a Recycling Cart rather than repair it on-site, CONTRACTOR shall be compensated for the cost of those replacements in excess of one (1) per Service Recipient during the term of this Agreement, in accordance with the “Cart Exchanges in Excess of Once per Year” service rate set forth in **Exhibit 1** (“COMPENSATION RATES”), as adjusted under the terms of this Agreement. CONTRACTOR understands and agrees that this provision is intended to be applied on a per Service Recipient basis, not a per Service Unit basis.

- e. **RFP Section 7 - YT & RSS Services Agreement, Exhibit 5, Cart Specifications and Performance Criteria.** The item “Volumetric Capacity – Garbage Carts” is mislabeled. The item should read “Volumetric Capacity – Yard Trimmings Carts”. Additionally, the allowable variance should be changed from “+/- 2%” to “+/- 12%” for all cart sizes. The corrected item reads as follows:

<b>Volumetric Capacity – Yard Trimmings Carts</b>	<ul style="list-style-type: none"><li>• 32-gallons +/- 12%, 64-gallons +/- 12%, and 96-gallons +/- 12%, excluding volume resulting from a crowned lid in the closed position</li></ul>
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- f. **RFP Section 8, Proposal Forms.** Portions of this section have been revised. In Section 8 of the RFP, replace Forms A-2 through A-7, pages 8-4 through 8-12 with the file “Sec 8 – Forms A-2 – A-7 032406.pdf” included in this addendum.
- g. **RFP Section 6B - SFD Recycling Services Agreement, Section 5.05.2.1, Non-Subscription On-Premises Service.** This section (page 15, lines 30-34) has been revised. The corrected Section 5.05.2.1 reads as follows:
- 5.05.2.1 Non-Subscription On-Premises Service. Notwithstanding any term or condition set forth in this Agreement, CONTRACTOR shall provide on-premises collection of Used Oil and Used Oil Filters to an SFD Service Unit if all adult Service Recipients residing therein have disabilities that prevent them from setting the Used Oil Container and/or Used Oil Filter Container at the curb for collection and if a request for non-subscription on-premises service has been made to, and approved by, the City Representative in the manner required by CITY. The City

Representative shall utilize the Consolidated Utility Billing System to notify CONTRACTOR of any SFD Service Units requiring non-subscription on-premises service, along with the date such service is to begin. No additional monies shall be due to CONTRACTOR for the provision of non-subscription on-premises service.

CONTRACTOR may at any time, but not more often than twice in any Agreement Year, request that the City Representative verify the eligibility of an SFD Service Unit for non-subscription on-premises service. Upon receipt of CONTRACTOR's request, the City Representative shall make a determination as to whether the SFD Service Unit meets the eligibility requirements and shall notify CONTRACTOR of such determination within sixty (60) calendar days of CONTRACTOR's request. At the time CONTRACTOR makes the request for verification of eligibility, CONTRACTOR may submit to the City Representative any information relevant to the City Representative's determination.

- h. **RFP Section 6B - SFD Recycling Services Agreement, Section 5.06.3.1, Non-Subscription On-Premises Service.** This section (page 18, lines 7-11) has been revised. The corrected Section 5.06.3.1 reads as follows:

**5.06.3.1 Non-Subscription On-Premises Service.** Notwithstanding any term or condition set forth in this Agreement, CONTRACTOR shall provide on-premises collection of Recyclable Materials to an SFD Service Unit if all adult Service Recipients residing therein have disabilities that prevent them from setting the Recycling Cart at the curb for collection and if a request for non-subscription on-premises service has been made to, and approved by, the City Representative in the manner required by CITY. The City Representative shall utilize the Consolidated Utility Billing System to notify CONTRACTOR of any SFD Service Units requiring non-subscription on-premises service, along with the date such service is to begin. No additional monies shall be due to CONTRACTOR for the provision of non-subscription on-premises service.

CONTRACTOR may at any time, but not more often than twice in any Agreement Year, request that the City Representative verify the eligibility of an SFD Service Unit for non-subscription on-premises service. Upon receipt of CONTRACTOR's request, the City Representative shall make a determination as to whether the SFD Service Unit meets the eligibility requirements and shall notify CONTRACTOR of such determination within sixty (60) calendar days of CONTRACTOR's request. At the time CONTRACTOR makes the request for verification of eligibility, CONTRACTOR may submit to the City Representative any information relevant to the City Representative's determination.

- 2) **NEW FORM ADDED:** Be advised that Form L - Employee Work Environment Questionnaire is included in this Addendum. The Form must be completed and returned with your RFP response.
- 3) **QUESTIONS AND ANSWERS:** The following are responses to questions received between March 3, 2006 and March 20, 2006. Questions are organized according to pertinent RFP sections.

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

- 6a.1 Q **Volumetric Capacity – Garbage Carts**, 20-gallon, +/- 5% excluding volume resulting from a crowned lid in the closed position. Why does the City of San Jose allow a +/- 5% variance in this size and only a +/- 2% variance with the 32, 64 and 96-gallon containers?
- Volumetric Capacity - Garbage Carts**, 32, 64 & 96-gallon carts allow for a +/- 2% variance in the volumetric capacity? Why does City of San Jose require such a minimal variance? Would the City of San Jose consider accepting a larger variance in this area? Most cart manufacturers produce containers between 30-40 gallons, 60-70 gallons and 90-100 gallons. Depending on the testing methods involved in measuring gallon capacity, there can be variances as large as 5-7 gallons.
- A The pricing structure for 32, 64 and 96-gallon garbage service is a strict Pay-As-You Throw system. The 64-gallon rate is twice as much as the 32-gallon rate, and the 96-gallon is 3 times the 32-gallon rate. It is essential that rate payers are paying for the exact level of service they are receiving. The City will not accept a 32, 64 or 96-gallon container that varies more than 2% from the stated volumetric capacity. Because the 20-gallon rate is not directly related to the other rates (it is not a strict Pay-As-You-Throw rate), the City has allowed a higher variance of 5%.

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

- 7.1 Q With regard to Answers To Questions Received that was just sent out, my question about yard waste set outs may have been misdirected. I was actually looking for direction regarding what, if any, yard waste would be allowed on the street under the option for containerized only yard waste service. I believe during the pre bid meeting last week that someone said that an addendum would be released regarding the optional yard waste service for carts only. Please disregard the question if it will be addressed in the addendum.
- A The Yard Trimmings Cart optional service is not a "containerized only yard waste service." If the City chooses to implement the Yard Trimmings Carts option, overages will be collected on-street, next to a full yard trimmings cart, for most residents. In areas with off-street cart collection service (where on-street collection is not possible, as described in Sections 5.09.3 and 5.09.4 of the YT

and RSS Services Agreement), overages will be collected next to a full YT cart, either in bundles, or in a can or other container provided by the customer and labeled as “Yard Trimmings”. There are currently no plans to issue an addendum regarding the Yard Trimmings Cart option. All information specific to this service is included in Sections 5.09 and 5.10 of the YT and RSS Services Agreement.

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