



Request for Proposals

for the

Collection and Processing of Recyclables, Plant Trimmings, Other Compostable Organics

and the

Collection and Disposal of Garbage

for the

City of Los Altos, California

City of Los Altos
One North San Antonio Road
Los Altos, CA 94022

September 23, 2009

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Section 1. Summary of Key Features of the RFP

1.1. Introduction - The City of Los Altos (City) is soliciting Proposals for an exclusive Franchise Agreement for the collection and processing of recyclables, plant trimmings and other compostable organics, and the collection and disposal of garbage. The term of this Agreement will be from September 15, 2010 through September 30, 2020, with the City maintaining the option to extend the Agreement for up to two additional three year periods.

1.2. Background - The current Franchise Agreement will expire on September 14, 2010. The current waste management system includes collection of residential recyclables, plant trimmings, and the collection and disposal of garbage. Single family garbage is collected weekly; and recyclables and plant trimmings are collected every other week. Commercial and Multi-Family garbage service is provided to customers as requested, at least once a week. Commercial cardboard is collected in front loader bins, and recyclables in 96-gallon wheeled carts. Compostable organics are collected from a compactor at one business. Debris box services are included in the Franchise.

The City of Los Altos wishes to improve services provided, increase the frequency of collection of recyclables, make recycling more convenient, expand the recovery of residential and non-residential recyclables and compostable organics, all at reasonable costs to residents and businesses. **Proposers must submit a Base Case Proposal, and are encouraged to submit an Alternate Proposal to achieve a higher diversion rate.**

At a minimum **compostable organics** to be collected in the Base Case Proposal shall include plant trimmings and produce waste. Compostable organics collected in the Alternative Proposal may also include all kitchen food scraps, food soiled paper products, and packaging such as pizza boxes. If the Proposer has a properly permitted facility, compostable organics may also include paper hand towels and sanitary products.

City has a long term contract through 2023 for the disposal of garbage and wastes from debris boxes at the Newby Island landfill. The Franchisee will be required to continue to use this facility for disposal of all wastes landfilled, unless an alternate arrangement can be reached by mutual agreement with the operators of the Newby Island landfill.

1.3. Minimum Proposer Qualifications – Each Proposer must present their qualifications and demonstrate that they are qualified and capable of providing a technically, environmentally, and financially sound collection and processing of recyclables, plant trimmings and other compostable organics, and the collection and disposal of garbage; and that they have experience in processing and selling recyclable materials and compost, or are subcontracting with firms that do.

1.4. Scope of Services: Project Description - The Franchisee shall hold an exclusive right to serve all residential and non-residential customers that pay to have wastes removed from their premises. The Franchise shall not cover materials sold, donated, or hauled by the generator.

The Franchisee shall assume complete managerial and operational control of the collection and processing of recyclables, plant trimmings and other compostable organics, and the collection and disposal of garbage operations. The Franchisee must perform operations in accordance with generally accepted practices for comparable collection systems. The Franchisee shall keep accurate and complete daily records of the operations. The Franchisee will be responsible for the sale of all recyclables, and transporting recyclables to market. The Franchisee, or their subcontractor, will be responsible for the marketing of all compost not returned to the City, and transporting compost products to the City and to market.

The City would prefer that collection of all materials be fully automated under this Agreement. Services shall include side-yard services for residents that desire this service or require it due to disability.

This Franchise Agreement will also include on-call collection from residents, collection of Christmas trees, and based on proposed costs, may include materials turn-in drop-off days, street sweeping and household hazardous waste collection services.

1.5. Compensation for Services – Proposers must submit a Base Case Cost of Service Proposal for the cost for weekly collection of recyclables, green wastes and produce waste, and garbage in three separate wheeled carts. Proposers may submit an Alternative Cost of Service Proposal for weekly collection of recyclables, compostable organics (as described by the Proposer) in a manner that will significantly increase diversion and minimize the disposal of organic materials at the landfill, and other wastes.

Each Cost of Service Proposal shall provide the monthly cost for:

- 1) weekly service to each cart service account for each cart size
- 2) a per-cubic-yard cost for commercial cart and bin services
- 3) debris box and compactor services
- 4) on-call collection days

Additionally, Proposals shall provide a cost for street sweeping services, servicing paired trash and recycling bins on downtown streets, providing collections services at special events, drop-off days as requested, and collection of house hazardous wastes (HHW).

The price proposed for these services should include all funding necessary for equipment, collection services and processing of recyclables, plant trimmings and other compostable organics, disposal of all processing residuals from processing recyclables, plant trimmings and other compostables, and collection and disposal of garbage; and to maintain all equipment necessary to provide the services, and include the payment of a Franchise Fee of 15.0% of gross receipts received from all services relating to this Agreement. **The Franchisee shall also pay a Solid Waste Fund Administrative Fee to support the City's Solid Waste Management program administration and general overhead; and to cover disposal costs at the landfill for all garbage generated citywide. The amount of the Solid Waste Fund Administrative Fee will be set after the proposals are received, and will be added to the rates proposed by the Proposer.** The Franchisee will be responsible for billing residential customers quarterly, billing non-residential accounts monthly, and tracking all accounts. These fees may be adjusted annually by City Council action.

1.6. Financing and Contractual Matters - The Agreement will provide for cost-of-living adjustments to the service rates on an annual basis to reflect the increased or decreased cost of labor wages and fuel. Rate of adjustment will be based on 100% of the change in the indices for the prior calendar year, but will apply to the City's following fiscal year. With the Start of service in September, the first rate change will be for 75% of the CPI change in the first year. In subsequent years the adjustment will be 100% of the CPI change.

The Franchisee will be required to carry insurance, including, but not limited to, comprehensive general liability, automobile liability, property damage; and workers' compensation, and employer's liability as required by State law.

Proposal and Franchise Agreement Performance Bonds are required of all Proposers.

1.7. Indemnification of City - The Franchisee will be required to indemnify the City against any and all claims arising from Franchisee's operations.

1.8. Reporting and Monitoring Requirements - The Franchisee will be required to provide Monthly Reports and Annual Reports to the City.

1.9. The RFP Process - Proposals must be received by 2:00 PM on Tuesday, November 17, 2009.

Tentative Schedule

<u>Date</u>	<u>Activity</u>
September 23, 2009	Issue RFP
October 13, 2009	Mandatory Pre-Proposal Conference at 10:00 AM
October 19, 2009	RFP Questions Deadline at 2:00 PM
November 17, 2009	Proposal Due by 2:00 PM
December 1, 2009	Complete Initial Review and Shortlist
December 9-18, 2009	Interview Proposers (if necessary)
January 26, 2010	Council Review and Public Comment on Draft Contract
February 9, 2010	Council Authorization of Contract (if 2 nd meeting needed)
February 23, 2010	Conform agreement (2 weeks after authorization)
September 15, 2010	Start of Operations

Proposal Evaluation Criteria

Firm Qualifications & References	10%
Technical Proposal	30%
Price/Cost Proposal	50%
Diversion Rate	10%

Proposal Contents

Section I.	Executive Summary
Section II.	Qualifications of the Proposer
Section III.	Technical Proposal
Section IV.	Cost of Service, Financial Proposal
Section V.	Completed Forms

Section 2. General Information for Proposers

2.1. Introduction - The City of Los Altos (City) is soliciting Proposals for an exclusive Franchise Agreement for the collection and processing of recyclables, plant trimmings and other compostable organics, and the collection and disposal of garbage. The term of this Agreement shall be from September 15, 2010 through September 30, 2020. The City, at its sole discretion, has the option to extend the Agreement for up to two three year periods. The current Franchise Agreement is due to expire on September 14, 2010.

The population of Los Altos is estimated to be 27,728, and there are approximately 10,442 households in City. There are 9,381 single family dwellings, 53 multi-family accounts, and 470 non-residential garbage collection service accounts in the City. The City covers about 6.35 square miles, and has a population density of less than 4,367 per square mile. Schools in the City are not covered by this Franchise; although Proposers are encouraged to offer these services to the schools at the rates offered to the City.

Ownership of residential recyclables, plant trimmings and other compostable organics, and garbage will remain the property of resident until collected by the Franchisee, if collection is adjacent to residence; or until the materials are set out at the public street for collection, at which time these materials become the property of the Franchisee. Ownership of non-residential recyclables, plant trimmings and other compostable organics, and garbage will remain the property of generator until collected by the Franchisee, at which time they become the property of the Franchisee.

2.2. Background – Los Altos Garbage Company (LAGCo) currently provides garbage, recycling and plant trimmings collection services in City. According to reports received from LAGCo, in 2008 the franchised operations, disposed of approximately 7,054 tons at landfill from residential services, 5,157 tons from non-residential front-loader bin services, and 1,875 tons from debris box services. LAGCo diverted a total of about 14,942 tons of recyclables and yard wastes from residential and non-residential services (of which 9,744 tons was yard wastes). Additionally, LAGCo diverted over 2,305 tons of recyclables from debris boxes hauled to Newby Island and the Zanker Materials Processing Facility, and 1,284 tons of compostables from four compactor accounts in the City.

Self-haul wastes and debris box loads that are not hauled by LAGCo are not included in the tonnage totals.

Monthly service charges to the residents for weekly collection are based on the number and size of garbage cans.

The current residential recycling program collects newspaper & mixed papers, and mixed cans, plastic & glass bottles, scrap metal, aseptic packages, cardboard, plastic bags, used motor oil and oil filters every other week. Plant trimmings are also collected every other week.

A detailed list of the recyclable materials to be collected as part of the residential recycling program is provided as **Attachment 1**.

Proposers are encouraged to add other material types to the list of recyclable materials they are proposing to collect.

Proposers will be required to confirm that each material type collected is being recycled and describe the new products that are being manufactured from each of the materials on their list of recyclables.

The current Franchise Agreement provides for residents to receive two on-call collection days each year. City wishes to continue these services.

The City wishes to minimize the disruption to residents, especially the day-of-service, which may be caused by a change in Franchisee. Proposer may suggest changes in day-of-service to portions of the route areas to make the system more efficient, but is discouraged from proposing major changes in service day, unless this will result in a significantly lower cost to residents.

The City would encourage the Franchisee to hire the drivers currently providing services in the City to continue to provide these services, so as to not lose that knowledge and experience.

2.3. Environmental Considerations – The City wishes to minimize the environmental impacts of managing wastes.

Proposers shall describe the features of their proposal that will:

- ✓ Reduce methane generation resulting from placing decomposable organics in the landfill

- ✓ Reduce air quality impacts from collection vehicles; based on miles driven, type of truck and engine, and weight loadings
- ✓ Reduce air quality impacts from the recovery and use of resources
- ✓ Reduce air quality impacts by returning resources to be recycled
- ✓ Conserve energy from use of recovered materials in the production of new products, as compared to manufacturing products from primary materials
- ✓ Reduce air quality impacts of shipping recovered materials to distant markets
- ✓ Reduce contaminated water running off into storm drains
- ✓ Conserve water and reduce use of garden chemicals by returning compost to the residents for use in their lawns and gardens
- ✓ Create local markets for recovered materials and expand potential for in-state use of recyclables
- ✓ Expand opportunities for recovery of household hazardous wastes and universal wastes
- ✓ Reduce and make every effort to eliminate fluid leaks and spills from trucks
- ✓ Increase diversion from City sponsored special events
- ✓ Reduce and make every effort to eliminate litter

3. Minimum Proposer Qualifications

3.1. General - Proposals in response to this RFP must present the Proposer's qualifications with sufficient detail to fully comply with submittal requirements. The Proposer must have at least two years of experience operating recyclables, plant trimmings and other compostable organics collection programs, and in the collection of garbage. The Proposal must demonstrate that the Proposer is familiar with the demographics of the City of Los Altos; is qualified and capable of providing a technically, environmentally, and financially sound collection operation; and has the financial capability to handle this project.

3.2. Proposer Information - Proposals must contain a list of all principals and owners of the Proposer, and their relationship to this Contract (**Form 1**). Proposers must provide details on any current labor agreements, and specify the term of each agreement. Proposers must provide a list all subcontractors proposed for this project, their experience and relationship to this contract.

3.3. Experience and Qualifications of Key Personnel - Proposers must provide an organization chart of the Proposer's team (including subcontractors), and resumes of key personnel who will be assigned to this project. Proposals must include an Organization Chart, showing the roles of key personnel and all subcontractors.

3.4. Collection Experience - Proposers must describe their collection experience and provide two references. For each reference, Proposer shall include the name of the contact person, email address and telephone number, number of employees, years in operation, number of households served, tonnages collected, and any other relevant information, for two current or recent California contracts (**Form 1**).

3.5. Recyclables and Compost Marketing Experience - The Proposer must have experience in marketing recovered materials. Proposer must document experience in selling the recyclable materials, and products made from plant trimmings and other compostable organic materials proposed for collection in this RFP. The Proposer shall describe their existing relationships with end-use markets, describe relevant product market specifications and how they meet those

specifications. The Proposer shall project market trends for each materials type to be marketed for the term of this Agreement, based on their experience. Proposer shall describe the diversion program in a City where they have achieved a high (their highest) diversion rate.

3.6. Legal Qualifications - Proposer must describe any lawsuits, claims & actions filed against the company or its officers within the past three years, and the current status of each of those actions.

3.7. Financial Qualifications - Proposer will provide verification that it has sufficient net worth, working capital, and debt-to-equity ratio to finance the purchase of the equipment necessary to do the collections; and provide a proposal security from a surety company licensed in California indicating that, if the Proposer is selected, the surety is prepared to furnish a performance bond.

3.8. Start Date - Proposers must state that they will be able to offer all contract services on September 15, 2010.

4. Scope of Services - Project Description

4.1. General Requirements - Beginning September 15, 2010, Franchisee shall collect and process recyclables, plant trimmings and other compostable organics; and collect and dispose of garbage, from all residential and non-residential properties in the City, at least once each week.

The City has a long term contract for disposal of garbage at the Newby Island Landfill. All garbage, and all residue from processing recyclables and compostables materials collected under this Agreement, shall be landfilled at the Newby Island Landfill. If the materials from Los Altos are co-processed with materials from another jurisdiction during processing, an amount of materials equal to the amount of garbage and residue from Los Altos must be disposed of at the Newby Island Landfill by the Franchisee.

The Franchisee will be responsible for billing all customers at an amount not to exceed the rates set by the City. The Franchisee shall bill residential accounts on a quarterly basis, and non-residential accounts on a monthly basis. Billings may be mailed to residential customers not earlier than one month into the quarterly billing cycle. Bills will be due not later than one month from the billing date. The Franchisee may assess a fee of not more than 10% of the amount due for late payment of bills.

The customer billing database shall be jointly owned by both the City and the Franchisee, and shall be made available electronically to City within 10 days of request, in a format that is mutually acceptable to the City and Franchisee. Proposer shall specify in their Proposal the format that will be used for management of this data.

City Ordinance allows the City to attach a lien for non-payment of bills by customers. Proposers should describe the actions they would request the City to take to reduce non-payment by customers.

The Franchisee will be subject to payment of Liquidated Damages or Administrative Charges for failure to perform the required services under this Agreement.

Administrative - The Franchisee shall maintain a local (non-toll) telephone number for residents and businesses to call about their services. The Franchisee will provide sufficient customer service staff to respond to all telephone inquiries, at a minimum of from 7:30 AM to 5:00 PM daily. An answering machine shall be provided for all other hours. Franchisee will respond the next working day to all messages received after 5:00 PM.

All telephone calls or other contacts from residents with regard to services required under this Agreement shall be logged by type (*e.g.*, request for extra service, missed pickup) in an electronic Contact Log and reported to City as part of the Monthly Report. The Franchisee shall record all complaints and describe the resolution of the complaint in the Contact Log.

The Franchisee shall maintain a website that provides details of the services offered and the costs of services provided. The website must also allow customers to send a message to Franchisee at any time. Franchisee shall check all messages frequently during normal working hours and respond to each message within one working day of receipt of the message. Current rates for all collection services shall be posted on the website.

The Franchisee shall maintain a secure website that allows customers to request extra collection services and pay online for these services.

All collection personnel shall be in uniform while providing collection services. The uniform shall include the name of the company providing the service and the first name of the employee.

Residential collection services shall occur Monday through Friday between the hours of 7:00 AM and 5:00 PM. All collection services shall be provided at the same location for all material types collected, and on the same day of the week.

Non-residential collection services shall be Monday through Saturday between the hours of 7:00 AM and 5:00 PM, on a schedule or on-call, as necessary to meet the needs of the customer.

Collection services shall not be provided on New Years Day, Thanksgiving Day, and Christmas Day. Collection services shall be provided on the day following the Holiday for the remainder of the week.

The Franchisee will be required to coordinate with other City services (*e.g.*, street maintenance) as requested by City.

The Franchisee shall work cooperatively with the City (especially during the Agreement transition period) to develop information for printed materials which will explain, to residents and businesses, the services being offered under this Agreement. The Franchisee will be required to distribute printed materials provided by the City, including but not limited to promotional materials with the distribution of the carts, and as inserts in their billings to residents to provide information about services offered. Franchisee shall annually provide City with a list of dates by which they will need the printed materials for these mailings. The Franchisee shall notify the City's Contract Manager prior to contacting the media regarding any services provided under this Agreement.

All promotional materials developed by the Franchisee pursuant to this Agreement shall be property of City at the time those materials are distributed to the public. All original artwork for these promotional materials shall be transferred to City within 30 days of request by City.

4.2. Transition Plan - Since some services requested are not currently offered in Los Altos, a transition plan will be required. Proposals must provide a detailed description of the transition to the new services being offered, and include a detailed timeline listing all critical milestones and other important dates and activities.

The transition plan shall provide details on the process for ordering the correct number of the right sizes of carts, and their distribution, the ordering and delivery of collection vehicles, the development of the billing system, all planned promotional materials and activities, and other information to demonstrate that the Proposer will be able to carry out a smooth transition of

service. A fully detailed transition plan must be submitted by the selected Franchisee one month after award of contract.

4.3. Collection Services

4.3.1. Residential Collection Services

Single Family Residential Collection – The following shall apply to all residential properties served by cart service.

Proposers shall provide details on Residential Collection. Proposals must include a **Base Case Proposal** for weekly collection of those recyclables listed by Proposer in Exhibit BC-R, plant trimmings and produce waste, as listed by Proposer in Exhibit BC-O, and garbage (items not listed in BC-R or BC-O). Proposers may provide an **Alternative Proposal** for weekly collection of an expanded list of recyclables, as described by the Proposer as Exhibit AP-R, and an expanded list of compostable organics, as described by the Proposer in Exhibit AP-O, and any other wastes not collected as compostable or recyclable, as described by the Proposer in Exhibit AP-W – if any). Each Proposal shall provide details as to what materials should be placed in which carts.

The Franchisee will be required to provide all new collection equipment (trucks and carts) at start of this Agreement. The Franchisee is expected to fully amortize the equipment over the 10-year term of the Agreement.

The Proposer shall describe the type, size and manufacturer of each vehicle they intend to use for collection in Los Altos. Proposers should be aware that some residents will not allow a heavy weight vehicle onto their driveway. The City has a healthy tree canopy, and Franchisee will need to have equipment that will work in Los Altos. Information about the truck wheelbase, turning radius; number of compartments; loading height; capacity (in cubic yards) of each compartment; and noise level during standard operation should be included in the Proposal.

Based on the volume of plant trimmings generated in Los Altos, it is anticipated that most households will need to receive at least three carts in whatever program is proposed. The three carts will be used for the configuration of materials described by the Proposer. In the Base Case Proposal, it is assumed that one cart will be for recyclables, one cart for the plant trimmings and produce waste listed in Exhibit BC-C, and one cart for garbage. In the Alternative Proposal, it is anticipated that one cart will be for recyclables, and the other two carts for other materials in the configuration described by the Proposer. Proposers must describe how they would charge for collection and processing services in the Alternative Proposal.

For the Base Case Proposal residential services, garbage carts shall be available in at least five sizes to allow the residents to best match their service needs with the containers provided. **Cart sizes shall include: a ‘mini-can’ (not to exceed 20-gallon), a 32-gallon cart, 45-gallon cart, 64-gallon cart, and a 96-gallon cart.**

Proposers should specify distance charges for backyard service, and whatever other charges are required to cover their cost of operations. Weekly collection services for all material types collected shall be provided at the same location and on the same day of the week.

Proposers shall propose the Cost of Service based on the cart sizes listed (by volume). Proposers may also propose the Cost of Service as a ‘flat rate’ to each household. Proposers shall propose the Cost of Service charges on garbage service only, but may also propose a system where charges are applied to all collected materials. Proposers should explain the projected impacts on diversion of each of the two Cost of Services they propose.

a. A listing of current service levels is provided in **Attachment 1** of this RFP. This listing was provided by the current waste hauler and was current as of July 1, 2009. In designing their rate structure, Proposers should take into account that some customers may, at any time, opt for a lesser volume than their current service to reduce their costs.

The Franchisee shall assume complete managerial and operational control of the collection and processing of recyclables, collection and processing of plant trimmings and other compostable organics, and collection and disposal of garbage, for the City. The Franchisee must coordinate all collection activities with the City.

The Franchisee shall be responsible for checking the contents of residential and non-residential recyclables, organics and garbage containers at the time of collection to insure that hazardous wastes are not collected. Any hazardous wastes collected by the Franchisee in the operation of this Agreement shall be disposed through an EPA approved disposal program at the Franchisee's sole expense.

The driver/collector will be required to attach a "Notice of Improper Setout" to any container where the contents are not properly prepared for collection. If the material in the container is not collected by the driver, the "Notice of Improper Setout" must explain the reason for non-collection. The Franchisee will maintain a log of all "Notices of Improper Setout" and report to City, on a Monthly basis, all locations which have received more than one notice during the prior six month period.

The collector will be required to return wheeled carts to the same location where they were set out by the customer, after they are emptied.

Proposers will be required to provide, at no additional charge, a Bio-Stack compost bin to any Residential Service Recipient that requests one. Franchisee shall rebate to a resident an amount equal to the cost of a Bio-Stack compost bin if the resident submits a receipt for a more expensive compost tumbler or compost bin approved in advance by the City that they purchased after the start date of the contract, and are using.

All plant trimmings and other organics collected shall be processed to produce a product (such as compost, mulch or soil amendment). Only small amounts of residue from processing may be used for Alternate Daily Cover.

Franchisee shall, at no additional charge, provide up to 360 cubic yards per year of premium landscape-quality compost to City, as requested by City. Compost shall be delivered to the address within the City as designated by City, on the schedule established by the City.

The collector will be required to collect recyclables, compostables and garbage in the backyard of customers that are physically not able to bring the cart out to the street for collection, at the curbside rate.

b. The Proposer shall describe the facility or facilities where the recyclable and organic materials will be processed, including the location, permitted processing capacity available for this contract, a flow diagram detailing the processing process, and the Proposers financial and contractual arrangements with the owners of the facility.

c. Collection of extra cans of organic materials shall be available at the rate proposed. This service must be pre-arranged, pre-paid online or by telephone, or with purchase in advance 'Bag-Tags' by the customer to allow for the appropriate billing adjustments. Proposers must describe how extra waste collection services will be handled, and the cost to the resident for that service.

d. On-Call Collection Services will allow Residential Service Recipients to schedule up to two bulky materials collection days per year at no additional charge (for materials that do not fit in the carts, or for extra materials). Residential Service Recipients must call at least 48-hours in advance of their regular collection day to schedule On-Call Collection Services. There shall be no additional charge for the first two On-Call collections each year. [See Attachment 3: On-Call Collection Services for details of these services]. Each on-call collection will occur on the customer's regular Garbage collection day.

To maximize the diversion potential, for each On-Call Collection the Residential Service Recipient may schedule pickup of up to four cubic yards of one of the following:

- 1) garbage or mixed wastes
- 2) construction debris
- 3) recyclable, household or other bulky items
- 4) plant trimmings and clean wood waste

Proposer shall describe any changes that they would recommend that the City make to the services listed in Attachment 3. Residents can schedule collection of additional On-Call Collection Services at an additional charge. The rate for additional On-Call Collection Services shall be specified on the Cost Proposal forms.

e. The Franchisee shall collect used motor oil, oil filters, dry cell batteries and compact fluorescent lamps from residents at no additional charge. To be collected, the used motor oil must be in an approved, screw top container provided by the resident, or by the Franchisee upon request; and oil filters, dry cell batteries and compact fluorescent lamps must be in clear, sealed plastic bags (like zip-lock bags). The Franchisee shall collect left-over water based paint (in 1-gallon or smaller cans) when the lid on the can is securely closed, and the can is placed in a clear plastic bag, so the driver can identify the contents without opening the bag; and not more than one can is placed in each bag. The Proposer shall describe programs they will implement to collect and manage these materials and divert them from landfill.

f. The Franchisee will be responsible for sale of all collected recyclables. Proposers shall project the revenue to be received, and specify a projected Base Revenue from recycling activities amount which is to be projected on the Operations & Maintenance Cost Proposal (**Forms 3 and 4**).

For each Proposal option, the Proposer shall propose a Base Recycling Revenue amount. The Franchisee shall remit to City 25% of all revenues received from recycling services provided under the Agreement in excess of the Base Recycling Revenue listed in their Proposal. City maintains the right to examine the Franchisee's records at any time to verify the accuracy of the payment of shared revenues. This revenue should be reflected in the unit cost charge in the Cost of Service, Financial Proposal.

g. The Franchisee will be responsible for proper and lawful disposal of contaminants and process residue from the collected recyclable materials. Franchisee shall dispose of an amount equal to the processing residue disposed from processing services provided under this contract at the Newby Island Landfill.

All garbage disposed of from materials collected under this Agreement shall be landfilled at the Newby Island Landfill.

Multi-Family Residential Collection – Residential properties receiving bin service shall receive the same services at the same rates as non-residential properties.

4.3.2. Non-residential Collection

Garbage or compostable organics shall be collected at least once-a-week at each non-residential (commercial) account in City. According to reports received from LAGCo, **about 5,160** tons per year of garbage is currently collected in front loading trucks.

Commercial Collection Services – The Franchisee shall provide Commercial Recyclables collection services to every commercial service customer. Commercial bins must be available in a variety of sizes to meet the needs of the customers. To promote recycling, the volume of service for recyclables shall be at least equal to the volume of service for garbage for each account, unless otherwise approved by City. The volume of service is the total number of cubic yards based on bin size and frequency of collection. Organics collection services shall be provided to each account that generates significant quantities of compostable organic materials. The City may require the Franchisee to provide separate organics collection services to any business that requests this service. Rates for each of these services shall be provided on **Cost Proposal Forms 3 and 4**.

In the Base Case Proposal, Franchisee shall offer Recyclables and Garbage Collection services to each business. In the Alternative Proposal, Franchisee shall offer Recyclables Collection to all customers, Organics Collection to those that generates sufficient quantities of compostable materials, and Garbage Collection services to those businesses that need it.

Proposers shall describe the type and level of services which they will provide non-residential (commercial) customers, including a description of containers to be used, the materials to be collected in each container type, type of collection vehicle which will service these containers, a matrix of charges based on container size and frequency of service. At a minimum, Franchisee shall offer mixed paper, cardboard, cans and bottles collection service to all non-residential garbage customers.

Roll-Off Services - The Franchisee shall offer debris box services to residents, businesses and contractors. The Franchisee shall provide roll-off debris box and compactor collection services to customers that request these services. Debris boxes must be available in a variety of sizes to meet the needs of the customers. The Franchisee may provide compactors to customers as requested, or require the customer to provide their own container to be serviced by the Franchisee. Debris box and compactor services shall be provided (at a minimum) for mixed wastes, mixed organics, and mixed recyclables. Rates for each of these services shall be provided on **Cost Proposal Forms 3 and 4**.

Debris Box services for mixed construction, remodeling and demolition wastes are included in this Franchise. City will provide information about the requirement that they use the franchised hauler to residents and contractors when they apply for building permits.

Collection of source separated construction materials is not covered by the Franchise Agreement, and their disposition may be arranged for on the open market by the resident or business. Wastes self-hauled by residents or businesses are not covered under this Franchise Agreement.

4.3.3. Collection from City Facilities

Recyclables, plant trimmings and other compostable organics, and other wastes shall be collected by the Franchisee from all City facility locations as requested by City. **These services shall be charged at the same rates as for other non-residential collection services provided under this Franchise Agreement.**

4.3.4. Other Service Options

Five service options are requested by the City. City may select to offer any or all of these

options if the price is considered affordable. Proposers shall describe the services they would offer for each of these programs, and provide a cost of service for each.

4.3.4.1. The Franchisee shall provide a cost of service proposal to sweep all streets described in Attachment 5 of this RFP, once each month in all residential zones, and weekly in all commercial zones, or a schedule mutually agreed to by City and Franchisee. To the extent feasible, street sweeping should be scheduled following collection services, not on the same day.

4.3.4.2. The Franchisee shall service 78 pairs of garbage and recycling containers; and propose a cost of service for collection of the contents of the garbage and recycling containers from the public streets in the Downtown and Loyola Corners areas.

4.3.4.3. The Franchisee shall provide a cost of service for collection of recyclables, compostables and garbage from all special events. **Franchisee shall describe services they will offer to assist the City and event organizers in minimizing the amount of materials sent to landfill from all special events.**

4.3.4.4. The Franchisee shall provide a cost of service for two Citywide Drop-Off Days per year, one in the Spring and one in the Fall. The Citywide Drop-Off Days will be held on Saturdays (specific dates to be mutually agreed upon by City and Franchisee) at a location mutually agreed upon by City and Franchisee. Franchisee will provide sufficient equipment to ensure that all materials dropped off will be removed from the site on the same day, and that the maximum amount of material is recycled or composted. At a minimum, City requests that the Franchisee provide separate handling for recyclable materials, yard wastes, clean organics and wood wastes, scrap metal and electronic items. [See Attachment 4: Citywide Drop-Off Services for details].

4.3.4.5. The Franchisee shall provide a cost of service for collection of household hazardous wastes. Franchisee shall provide collection when residents call in advance to schedule collection, and identify a secure location on their property from which the materials will be collected.

4.3.5. Responsibilities of the City

City will work cooperatively with Franchisee to resolve all issues that arise during the term of the Agreement.

City will actively participate in promoting the programs offered under this Agreement.

4.3.6. Additional Information

The Proposer is invited to describe any program modifications to the services requested in this RFP which they believe would reduce the cost of services, or increase the efficiency of the operation proposed.

The Proposer is requested to describe any program changes which they feel would increase the overall diversion rate and recovery of high value resources. The Proposer is requested to provide an estimated diversion rate for each proposed new program element.

The Proposer is requested to describe in detail the additional costs for providing clean air or alternate fuel vehicles (such as hybrids, Bio-diesel or CNG), and other 'Green' or 'Sustainable' features to the services listed in this RFP.

4.4. Performance Requirements

4.4.1. General Requirements - The Franchisee will be required to:

a) collect missed set-outs within 24 hours of notification by resident or City

- b) maintain a log of all customer calls, including compliments and complaints, their resolution and the amount of time until the issue was resolved
- c) maintain clean, well running collection vehicles
- d) clean-up all litter generated by driver during collection, and insure that litter is not created while truck is moving
- e) comply with all applicable local, State and Federal laws

4.4.2. Performance Reviews - The City may conduct a performance review of the operations, including a route audit. As part of the review, the Franchisee will be required to submit specified operational and cost data for third-party review in order to ascertain that the level of service and actual costs are commensurate with current or proposed rate adjustments. The Franchisee will bear the expense of this performance review, not more than four times during the 10 year term of the Agreement.

4.4.3. Audits - At the request of the City, Annual Reports submitted by the Franchisee may be audited and certified by an independent certified public accounting firm mutually approved by the City and the Franchisee. The Franchisee will bear the expense of the audit. If the Franchisee and the City fail to mutually agree on the selection of a certified public accounting firm for a particular accounting period within five months prior to the end of the Franchisee's annual accounting period, the City may submit the names of three certified public accounting firms from which the Franchisee will select one. The Franchisee will notify the City of its choice not later than 15 days from the date of receipt of said list. If no response is received within 15 days, City shall select the firm.

4.5. Permits & Licenses - The Franchisee will be responsible for obtaining all permits & licenses, at Franchisee's sole cost. The Franchisee will be responsible for paying all required taxes, and operating in full compliance with all permit requirements.

5. Compensation for Services

Cost Proposals - Forms are provided for Cost Proposals. **Form 3** is to be used for the cost of the Base Case Proposal. **Form 4** is to be used for the cost of the Alternative Proposal.

The price proposed for these services should include all funding necessary for equipment, capital costs, operations & maintenance costs, collection services and processing of recyclables, plant trimmings and other compostable organics, disposal of all processing residuals from processing recyclables and compostables, and collection of garbage; and to cover the cost of the payment of a Franchise Fee of 15.0% of gross receipts received from all services relating to this Agreement.

The Franchisee shall also pay a Solid Waste Fund Administrative Fee to support the City's Solid Waste Management program administration and general overhead; and to cover disposal costs at the landfill for all garbage generated citywide. The amount of the Solid Waste Fund Administrative Fee will be set after the proposals are received, and will be added to the rates proposed by the Proposer. These fees may be adjusted annually by City Council action. The Franchisee will be responsible for billing residential customers quarterly, billing non-residential accounts monthly, and tracking all accounts.

The Service Rates charged to customers under the Agreement shall be not more than those Proposed on **Forms 3 and 4**, and adjusted by the City. All charges to customers shall be described on the appropriate forms. The rates proposed on the Forms will include all charges to

cover the base service level, special service charge rates, walk-in service, bin push charges, and any other charges, such as providing collection services from special events.

Proposer shall submit, on **Form 3.4, Base Case Residential Rate Matrix**, a cost per household for collection of residential recyclables, plant trimmings and produce waste only, and garbage as delineated in Sections 4.3 of this RFP.

Proposer shall provide, on **Form 3.5, Base Case Non-Residential Rate Matrix**, , the price per cubic yard for non-residential bin, debris box and compactor services, as delineated in Sections 4.3 of this RFP.

Proposer may submit, on **Form 4.4, Alternative Residential Rate Matrix**, a cost per household for weekly collection of an expanded list of recyclables, plant trimmings and an expanded list of other compostable organics, and other wastes as delineated in Sections 4.3 of this RFP.

Proposer may submit, on **Form 4.5, Alternative Non-Residential Rate Matrix**, the price per cubic yard for non-residential bin and debris box diversion service levels, as delineated in Section 4.3 of this RFP.

The Franchisee will be compensated only on the basis of the rates proposed on **Forms 3 and 4**. There will be no separate compensation for services provided for which no rate is provided on **Forms 3 and 4**.

5.1. Cost Proposal - Capital Costs

The Proposal should include a discussion of all capital expenditures which will be required for the Proposer to accomplish this Agreement. This shall include the cost for collection equipment, garbage and recycling bins and any other expenditure required for the smooth operation of the collection services. Capital cost details should be provided on **Forms 3 and 4**.

5.2. Cost Proposal - Operation & Maintenance Costs

The Proposal should include a discussion of the estimated on-going operation and maintenance expenditures, staffing requirements and landfill disposal costs for this operation. Labor costs should include annual salary, benefits, overtime pay and workers' compensation and other appropriate insurance coverages. Proposed Operating & Maintenance Cost details should be provided on **Forms 3 and 4**.

The Franchisee shall comply with all applicable local, State and Federal laws.

The Franchisee will be responsible for payment of any fines levied for their operations which do not conform to their permit requirements.

City maintains the right to examine the Franchisee's records at any time to verify the accuracy of the payment of excess revenues.

5.3. Financing and Contractual Matters

5.3.1. Annual Rate Adjustments - City will provide rate adjustments, on an annual basis, beginning July 2011, to cover inflation during the term of the Agreement, to adjust for the increased or decreased cost of labor wages and fuel. The rate of adjustment will be based on increases or decreases in the consumer price index for the month of January (published by the U.S. Department of Labor) for the San Francisco Bay when compared with the prior January, but will apply to the following City fiscal year (July 1 to June 30) to allow time to receive the indices, compute the necessary rate adjustments and have the City Council approve the new rates

prior to the next FY billing cycle. Since the first adjustment will occur less than one year into the contract, it will be pro-rated to 75% of the calculated adjustment for the first year.

5.3.2. Special Rate Adjustments - Regulatory changes, or other changes which can not be foreseen, may be the basis for a special adjustment of the compensation rate. Franchisee may request a Special Rate Adjustment at any time. Special Rate Adjustments will be approved at the sole discretion of City, based on the written request and documentation provided by the Franchisee.

5.3.3. Adjustments for Damages - The City shall charge the Franchisee any costs the City incurs for the Franchisee's failure to collect wastes, or the costs of responding to problems, and other costs relating to failure of the Franchisee to comply with all other aspects of the Agreement. Adjustments for damages are in addition to all other rights and conditions of Section 5.3.5 of the Agreement.

Damages for failure to perform as specified, include, but are not limited to, failure to collect a missed setout within 24 hours, starting early, finishing late, damaging containers, and leaving containers in the street, for failing to submit the required reports on time, or other similar incidents, may be assessed by City. Damages will start at \$50.00 per incident, and may increase in \$50 increments to \$500 per incident, for repeated failure to perform as specified in the Agreement, and may lead to termination if these problems are not corrected.

5.3.4. Insurance and Bonding

Insurance - The Franchisee will be required to carry adequate insurance including, but not limited to, commercial general liability, commercial automobile liability, workers' compensation and employer's liability. Insurance coverage will, at a minimum, be as follows:

- Commercial general liability of \$3,000,000 per occurrence; \$5,000,000 annual aggregate; including products and completed operations coverage
- Commercial automotive liability of \$3,000,000 per accident;
- Workers' Compensation as required by State law with Employer's liability coverage of \$1,000,000 as required by State law.
- Hazardous Waste and Environmental Impairment Liability of \$3,000,000 per occurrence; \$5,000,000 annual aggregate, including coverage during transportation of hazardous waste if not covered under the automotive liability policy.

The liability and auto policies shall name as additional insured the City of Los Altos, its officers, employees, agents and volunteers. The policies shall also provide primary coverage for any claims arising from the work performed by Franchisee under this agreement.

All required insurance policies, including the Workers' Compensation policy, shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Franchisee, its employees, agents and subcontractors.

Franchisee hereby agrees to waive rights of subrogation which any insurer of Franchisee may acquire by virtue of the payment of any loss. Franchisee's insurers must be acceptable to the City. All insurers must be identified by full name; rating, according to the latest edition of Best's Key Rating Guide (or other listing acceptable to City); and status as insurers admitted in California. If the company is not rated, current financial information should accompany the quotation. The City would prefer to use insurers admitted in California and with a Best's rating of at least A:VI, but other insurers will be considered.

- If the Hazardous Waste and Environmental Impairment Liability coverage is written on a claims-made form:
 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Proof of insurance coverage will be required before the Agreement is executed.

Franchisee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Proposal Bond - A refundable Proposal Bond or cashier's check, in the amount of Fifty Thousand Dollars (\$50,000), shall be submitted with the Proposal. The Proposal Bond will be furnished as surety that the Franchisee will adhere to all proposed terms and conditions of the Proposal (including prices contained in the Proposal) and will negotiate the Franchise Agreement in good faith, if selected. Failure to adhere to all Proposal terms and conditions, or to negotiate in good faith, will be determined by the City in its exercise of its reasonable and good faith discretion and may result in forfeiture of some or all of the Proposal Bond. Proposal bonds will be returned to all Proposers not later than 30 days after execution of an Agreement with a Franchisee.

Performance Bond - Simultaneously with the execution of this Agreement by City, the selected Franchisee will file with City a Performance Bond, payable to City, securing the Franchisee's faithful performance of its obligations under the Agreement. The bond will continue in effect for three months beyond term of the Agreement to allow for remediation of any damages. The principal sum of the bond will be in the amount of Five Hundred Thousand Dollars (\$500,000.00). The City reserves the right to reduce or waive this requirement at any time. The bond will be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the City. In the alternative, the Franchisee may deposit a letter of credit, or open a certificate of deposit in the name of the City to be held to secure this faithful performance.

5.3.5. Indemnification of City - The Franchisee shall be required to defend, indemnify, and hold harmless, the City and its agents, officers, and employees from and against any and all claims, demands, damages, liabilities, costs or expenses for any damages or injuries to any person or property, including but not limited to, injury to the Franchisee's employees, agents, subcontractors or officers that arises from or is connected with or is caused or claimed to be caused by acts or omissions of Franchisee, and its agents, subcontractors, officers or employees, in performing the work or services herein, and all costs and expenses of investigating and defending against same; provided, however, that the Franchisee's duty to indemnify and hold harmless will not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

The Franchisee will be responsible for payment of any fines levied for their operations which do not conform to the permit requirements.

6. Reporting Requirements

The Franchisee shall submit the following Reports. All Reports shall be submitted electronically in a format acceptable to City.

6.1. Monthly Reports - Within 15 days of the end of each month, Franchisee shall provide the City with information on quantities of recyclables, plant trimmings and other compostable organics collected, processed and marketed, and the disposal of garbage collected and disposed in the prior month. These reports shall provide information on the quantities by program type and generator type (residential cart service, residential bin service from apartments, commercial cart service, commercial bin service, debris boxes and compactors), and any large venues and events for which services were provided. Reports shall also contain a description of contamination levels in recyclables and compostables; milestones achieved; revenue received from sale of recyclable materials; staffing levels; a log of all special occurrences, scavenging, or other problems encountered (*e.g.*, household hazardous wastes in the garbage or recyclables); the disposition of all waste disposed; and any other relevant information.

Franchisee shall provide City with a Customer Contact Report. The report shall include the name and address of each person who contacted the Franchisee, the reason for the contact, including details on each compliment, complaint, or other reason, their resolution and the amount of time until the issue was resolved. Franchisee shall provide City with a list of all residents who have received Notices of Non-Collection during the period specified in Section 4.3 of this RFP.

Franchisee shall provide City with a description of all environmentally 'green' activities initiated or conducted in that reporting period (such as those listed in Section 2.3 of this RFP), including special events, fairs and community activities.

6.2. Annual Reports - Within 30 days of the end of each calendar year, Franchisee shall provide the City with a summary report of the monthly reports for the year, including information on the total annual quantities recyclables, plant trimmings and other compostable organics, and the collection and disposal of garbage.

6.3. Customer Service Reports - Nine months prior to the termination date of this Agreement, or within ten working days upon request by City (up to five times during the term of the Agreement), and at the end of this Agreement, Franchisee shall provide City a complete listing of all billing accounts, level of service information and route maps. The listing of billing accounts and level of service information shall be provided in electronic format in software mutually agreed upon by both the City and the Franchisee.

6.4. Right to Inspection - The City shall have the right to inspect and review all records of the Franchisee with regard to this Agreement. The City shall have the right to observe and review the Franchisee's operations during normal working hours.

7. The RFP Process

7.1. Proposal Submittal – Proposers must submit two bound copies printed two-sided, one unbound original printed one-sided, and an electronic copy (on a flash drive or CD) in

Microsoft Word or Adobe PDF format of the Proposal by 2:00 PM on Tuesday, November 17, 2009, to:

City Clerk
City of Los Altos
One North San Antonio Road
Los Altos, CA 94022

The Proposal shall be in an envelope or package marked on the outside:

“Proposal for the Collection and Processing of Recyclables and Compostable Organics for the City of Los Altos”

7.2. Schedule - The following are key dates in the Proposal submittal, review and award.

Tentative Schedule

<u>Date</u>	<u>Activity</u>
September 23, 2009	Issue RFP
October 13, 2009	Mandatory Pre-Proposal Conference at 10:00 AM
October 19, 2009	RFP Questions Deadline at 2:00 PM
November 17, 2009	Proposal Due by 2:00 PM
December 1, 2009	Complete Initial Review and Shortlist
December 9-18, 2009	Interview Proposers (if necessary)
January 26, 2010	Council Review and Public Comment on Draft Contract
February 9, 2010	Council Authorization of Contract (if 2 nd meeting needed)
February 23, 2010	Conform agreement (2 weeks after authorization)
September 15, 2010	Start of Operations

7.3. Questions - A Mandatory Pre-proposal Conference will be held at City Hall, One San Antonio Road, Los Altos, CA 95014, on October 13, 2009, at 10:00 AM. Other than at the Pre-Proposal Conference, all questions regarding this RFP will be accepted only by e-mail with a reply requested to verify the receipt of the message. The Subject line should read: “Recyclables, Organics, and Garbage Collection RFP Questions.” Written responses to all questions will be prepared as quickly as possible, and will be provided to all entities which have attended the Mandatory Pre-Proposal Conference.

Questions must be sent to the City at the following email address:

SolidWasteRFP@losaltosca.gov.

7.4. Evaluation Criteria - Proposals will be evaluated on the following criteria:

Firm Qualifications and References (10%)

Previous experience and strength of Proposer; management ability of Proposer; recommendations from references; responsiveness of the references to questions about the quality of services provided by the Proposer to similar communities; and insurability of Proposer.

Technical Proposal (30%)

Completeness of technical information on overall system components; equipment proposed, ability to meet schedule; overall system compatibility.

Price/Cost Proposal (50%)

Proposed costs to the residential and non-residential customers; reasonableness of estimated capital, and operations & maintenance costs.

The price/cost proposal will be evaluated based on the difference in cost of each proposal. The low cost proposal will receive the maximum score (50 points), and other proposals will receive points relative to the difference in price relative to the low price. So, for example, if a proposal is 20% higher price than the low cost proposal, it will receive a score 20% less than the high score (40 points).

Diversion Rate (10%)

Diversion Rate is the projection of what percentage of which material categories of wastes will be recovered through recycling and composting programs. The minimum acceptable diversion must be that rate established by state law.

7.5. Selection Process - A City appointed Review Committee will read and evaluate all Proposals received. The Committee will consist of three City staff, and the City's solid waste consultants. The Committee may recommend a shortlist of not more than four Proposers for interviews. Proposers should schedule to be available for interviews from December 9-18, 2009. The Review Committee will then make recommendations to the City Council. Award of Contract is tentatively scheduled for January 26, 2010 or February 9, 2010, subject to approval of City Council. Operations start-up is scheduled for September 15, 2010.

7.6. Proposal Cost - Proposals prepared in response to this RFP shall be prepared at the sole cost and expense of the Proposer. All Proposals will become the property of the City of Los Altos when they are submitted.

7.7. Confidential Information - The Proposer may mark any information which it considers to be trade secrets or whose disclosure would cause substantial injury to the Proposer's competitive position, with the word "Confidential". The City will limit disclosure of this information to the extent that it determines is possible under federal, state and local law. The City assumes no responsibility for disclosure or use of unmarked data for any purpose.

In the event that properly marked confidential data is requested by a third party, the Proposer may be advised of this request, and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the City in making its determination as to whether or not disclosure is proper. The City will exercise care in applying the confidentiality standard, but will not be held liable for any damage or injury which may result from any disclosure which may occur.

7.8. Rights Reserved By City - The City reserves the right, as its sole discretion, to pursue any or all of the following actions with regard to this RFP:

- a) issue addenda to the RFP;
- b) request additional information and/or clarification from the Proposers;
- c) reject any or all proposals, permit the timely correction of errors, waive minor deviations;
- d) issue subsequent request for proposals based on refinements of concepts proposed in response to this RFP;
- e) withdraw this RFP;
- f) take whatever other action it deems in its interest.

8. Instructions for Preparation of Proposals

Proposals which exclude or inadequately address any of the topics required may be rejected. Proposals shall be complete and concise. Proposer shall provide one original (printed 1-sided), and two copies (printed two-sided). Proposals must be printed on recycled paper. Additionally, proposals must be submitted electronically (on a CD or flash drive) in Microsoft Word, pdf format, or other format acceptable to City.

8.1. Proposal Submittal - Proposals submitted in response to this RFP should contain the following sections:

- Section I. Executive Summary
- Section II. Qualifications of the Proposer
- Section III. Technical Proposal
- Section IV. Cost of Service, Financial Proposal
- Section V. Completed Forms

8.1.1. Section I. Executive Summary

The Executive Summary should provide a brief overview of the entire Proposal, and **highlight key aspects** of the Proposal, including: Proposer's qualifications, details concerning the collection of recyclables, yard trimming and other compostable organics, and garbage, project management, recyclables and yard trimming marketing plan, drivers safety plan, billing system details, and other pertinent information. The Executive Summary should not contain any proposal price information.

8.1.2. Section II. Qualifications of the Proposer

The Proposer's qualifications must include all of the information requested in **Section 3** of this RFP, including the list of all principals and owners, organization charts, resumes of the key team members, lawsuits filed against the company, and verification of Proposer's financial strength.

If the Proposal is a joint venture, or use of subcontractors, details of the role of each entity must be provided. Describe each entity's specific areas of expertise; the responsibilities of each organization in the team and include each organization on an organizational chart; and past teaming arrangements between the organizations comprising the team.

8.1.3. Section III. Technical Proposal

The Technical Proposal must provide all of the information requested in **Section 4** of this RFP, including (in narrative discussion form), the project implementation schedule, the recyclables, plant trimmings and other compostable organics, and the collection and disposal of garbage collection systems design, including the processing & marketing of the recovered recyclables and compost, operations and maintenance plan, personnel requirements, and a worker safety plan.

8.1.4. Section IV. Cost of Service Proposal

The Cost of Service Proposal shall contain all of the information requested in **Section 5** of this RFP. The Proposal shall include a discussion of the capital expenditures and on-going operations & maintenance costs.

8.1.5. Section V. Completed Forms

Section V of the Proposal shall contain the following completed forms:

- Form 1: Proposer Information
- Form 2: References
- Form 3: Estimated Costs for the Residential & Non-residential Services Base Case Proposal
- Form 4: Estimated Costs for the Residential & Non-residential Services Alternative Proposal

Forms submitted with the Proposal shall become the referenced Exhibits to the Agreement.

[The Form templates are available electronically upon request, and must be submitted electronically in the same format.]

8.1.6. Other Required Documents

1. Proposal Bond
2. Performance Bond Surety
3. Certificate of Insurance
4. Proposers must submit a copy of an existing Franchise Agreement with another jurisdiction that they feel best matches the requirements of the services requested by the City of Los Altos.

Attachment 1. Recyclable Materials to be Collected

- A. Franchisee shall, at a minimum, collect the following recyclable materials:
- Old Newspapers (ONP)
 - Corrugated Cardboard (OCC)
 - Mixed Paper: including magazines, white or colored writing or ledger paper, copy paper, computer print-out paper, wrapping paper, envelopes, bulk mail and catalogs, phone books, paper grocery bags, cereal boxes and other chipboard packaging, paper egg cartons, and other food packaging paper which is clean and dry.
 - Aluminum Cans
 - Steel/Tin Cans
 - Scrap Metal: individual pieces of which do not weight more than 15 pounds
 - Glass Bottles and Jars (container glass)
 - Plastic Containers (with an opening smaller that the body of the container)
 - Used motor oil
 - Used oil filters (in zip-lock type bags)
 - Compact fluorescent light bulbs (in zip-lock type bags)
 - Dry cell batteries (in zip-lock type bags)
- B. Proposer may designate in their Proposal additional recyclable materials that they propose to collect. Optional recyclable materials may include (but are not limited to): aseptic milk and juice boxes, foam packaging materials, film plastics, and other plastics, textiles, and any other material which may be proposed for collection by the Proposer.

Attachment 2. City of Los Altos, Solid Waste & Recycling Service Levels

Residential Services

1 Can	2 Cans	3	4 Cans	45.	Total
7,393	1,709	192	13	333	9,640
76.69%	17.73%	1.99%	0.13%	3.45%	

Commercial MSW Bins & Level of Services

	1 x	2 x	3 x	4 x	5 x	6 x	
1.5yd	64	17	4	2	3	2	92
3yd	40	22	11	3	1	4	81
6yd	9	8	7	3	1	3	31
							204

Commercial MSW Cans & Level of Services

	1 x	2 x	3 x	4 x	5 x	6 x	
1 Can	120	11	6			2	139
2 Can	4	3					7
3 Can	16	1	1				18
45-Gal	2	1	1				4
							168

Multi Family MSW Bins & Level of Services

	1 x	2 x	3 x	4 x	5 x	6 x	
1.5yd	14	14	3	2	3	2	38
3yd	4	8	3	3	1	4	23
6yd	9	8	7	3	1	3	31
							92

Multi Family MSW Cans & Level of Services

	1 x	2 x	3 x	4 x	5 x	6 x	
1 Can	95		1			2	98
2 Can	10	3					13
3 Can	6	1	1				8
4 Can	2	1	1				4
							123

Commercial Cardboard & Account Level of Services

	1 x	2 x	3 x	4 x	5 x	6 x	
1.5yd	72	2	1				75
2yd	3	2	1				6
6yd							0
							81

Commercial & Multi-family Recycle Carts

	1 x	2 x	3 x	4 x	5 x	6 x	
96-Gal Cans & Bottles	270	8	2		6		286
96-Gal Newspaper	126	1			2		129
96-Gal Mixed Paper	265	1	4		2		272
							687

Municipal Facility Bins & Cans

	1 x	2 x	3 x	4 x	5 x	6 x	7 x
1.5yd	5	1			2		
3yd	3	3	1		1	1	
6yd	1		1		1		
City Can							77

Temp Roll Off Boxes Hauls/Yr

8yd	72
16yd	149
26yd	76
30yd	144
40yd	152

Compactor Roll Off Service

Size	Hauls/yr
15 yd Food	80
15 yd MSW	30
20 yd MSW	76
25 yd MSW	86

City Roll Off Boxes Hauls/Yr

8yd	Dirt/Rock		10
16yd	MSW		50
30yd	yard waste		11
40yd	yard waste		88

Attachment 3: On-Call Collection Services

Residential Service Recipients can schedule up to two collections per year at no additional charge, and additional collections for a fee. Residential Service Recipients must call at least 48-hours in advance to schedule On-Call Collection Services. Collection will occur on the customer's regular collection day. The total pile size for each On-Call Collection must not exceed 4-feet by 4-feet by 8-feet.

Each On-Call Collection allows the Resident to schedule pickup of one of the following:

1. Mixed waste and Garbage

Loose items must be bagged, bundled or boxed.

2. Construction Wastes

Construction debris (including concrete, asphalt, rock, dirt and painted wood) must be containerized, with individual boxes not weighing more than 50 pounds, and with a total weight not to exceed 250 pounds.

3. Recyclable, household or other bulky items including:

- a) Recyclable materials collected in the city's recycling program
- b) White goods (appliances) which do not contain Freon
- c) White goods (appliances) which contain Freon (refrigerators and air conditioners)
- d) Computer monitors and television sets
- e) Worn and damaged furniture
- f) Reusable (undamaged) household goods, toys and textiles to be donated to a non-profit service organization

4. Plant Trimmings and Wood Waste

- a) Plant Trimmings and clean (unpainted and untreated) wood must be in a trash can or other container.
- b) Branches must be less than 6-inches in diameter; not exceed 6-feet in length, and not weigh more than 50 pounds each.

No stumps, poison oak, or bug-infested material will be accepted.

No loose piles or plastic bags will be collected.

Restricted and Hazardous Items

The Franchisee is not required to accept:

- a) car parts with oil or other fluid residues
- b) hazardous wastes, including used motor oil

Franchisee may opt to provide this service by delivering a four cubic yard bin for 48-hours (of the customer's choice), instead of having to manually load the materials set out at the curb.

Unused clean-up days are not transferable from one calendar year to the next.

Attachment 4: Citywide Drop-off Services

1. Materials Included in Citywide Drop-off Days:

A. Franchisee shall accept all mixed wastes from residents of City **for processing or disposal**.

B. Franchisee shall accept from residents of City, and keep separate **for recycling**, the following materials:

- a) recyclable materials which are regularly collected in the City's recycling program;
- b) clean (unpainted and untreated) dimensional lumber;
- c) scrap metal items that do not exceed fifty (50) pounds in weight
- d) small appliances
- e) white goods which do not contain Freon
- f) white goods that contain Freon
- g) computer monitors and television sets
- h) bulky goods including furniture (to be donated to a non-profit service organization)
- i) textiles (to be donated to a non-profit service organization)

C. Franchisee shall accept from residents of City, and keep separate **for composting**, the following materials:

- a) Plant trimmings which are less than 6-inches in diameter, and not more than 6-feet in length
- b) clean (unpainted and untreated) wood
- c) other clean organic materials which are regularly collected in the City's organics collection program

2. Materials Excluded from Citywide Drop-off include:

Franchisee shall not be required to accept the following materials on Drop-off days:
[Proposers shall describe materials that will not be accepted at Drop-off events.]

