



RethinkWaste

South Bayside Waste Management Authority

April 28, 2009

Dear Recyclable Material Processor:

The South Bayside Waste Management Authority (SBWMA) is soliciting proposals to provide recyclable material processing services. Attached is the Request for Proposal (RFP) for Temporary Recyclable Material Processing Services, dated April 28, 2009.

We appreciate your interest in this RFP and look forward to your proposal.

Proposals are due, no later than **3:00 p.m. PDT on, June 2, 2009**. The SBWMA's intent is for Processing Services to begin on or about **September 1, 2009**.

A pre-proposal meeting is scheduled to be held on **May 14, 2009** beginning at 10:00 a.m. PDT at the Shoreway Recycling and Disposal Center, 225 Shoreway Road, San Carlos, California.

If you have questions concerning the intent, meaning, and interpretation of the RFP, please submitted questions in writing by email (hgans@rethinkwaste.org), no later than 3:00 p.m. PDT on May 8, 2009.

Thank you. We look forward to your response.

Sincerely,

Hilary Gans

Hilary Gans
Facility Operations Contract Manager

South Bayside Waste Management Authority

610 Elm Street, Ste 202, San Carlos California, 94070

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RethinkWaste
South Bayside Waste Management Authority

**Request for Proposals
for Temporary Recyclable
Material Processing Services**

April 28, 2009

Proposals Due:
June 2, 2009 3:00 PM PDT

Issued: April 28, 2009

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ONP and OCC high price

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Section 1

General Information

1 1.1 Introduction

2 This Request for Proposals ("RFP") is being issued by the South Bayside Waste Management
3 Authority ("SBWMA"). The SBWMA is soliciting Proposals from entities ("Processor(s)") with
4 demonstrated experience and qualifications in providing Recyclable Material Processing
5 Services as set forth in this RFP.

6 Proposals are due and should be delivered sealed to Hilary Gans, Facility Operations Contract
7 Manager for the SBWMA, no later than **3:00 p.m. PDT on, June 2, 2009** for the provision of
8 Recyclable Material Processing Services.

9 Processors should be aware that the SBWMA's intent is for Processing Services to begin on or
10 about **September 1, 2009**. Processors are cautioned to carefully review the Rate Proposal
11 Form Instructions in Section 5 of this RFP document before completing the Rate Proposal
12 Forms.

13

14 1.2 Background

15 The SBWMA is seeking proposals from qualified firms to provide recyclable material processing
16 services. The Processing Agreement(s) ("Agreement") will be between the SBWMA and the
17 selected Processor(s) for a one (1) year and four (4) month period. The term of the
18 Agreement(s) will commence on September 1, 2009, or later if an alternative start date is
19 negotiated, and will end December 31, 2010. The SBWMA may extend the Term of this
20 Agreement(s) on a month-to-month basis maintaining the same terms and conditions. The
21 Processing Agreement will include a sixty (60) day notice clause for renegotiation options or
22 cancelation, to provide for any major changes in collection of the recyclable streams that occur
23 before the end of the contract.

24

25 1.3 The South Bayside Waste Management Authority

26 Formed in 1982, the SBWMA is a joint powers authority of twelve member agencies in San
27 Mateo County (the cities of Atherton, Belmont, Burlingame, East Palo Alto, Foster City,
28 Hillsborough, Menlo Park, Redwood City, San Carlos and San Mateo along with the County of
29 San Mateo and the West Bay Sanitary District) and is a leader in innovative waste reduction and
30 recycling programs. The primary goal of the SBWMA is to provide cost-effective waste
31 reduction, recycling, and solid waste programs to member agencies through franchised services
32 and other recyclers to meet and exceed a minimum 50 percent diversion mandated by
33 California State Law, AB 939. Currently, Allied Waste, Inc. ("Allied") provides collection, disposal
34 and recycling services for the 91,000 residences and nearly 10,000 businesses in the SBWMA
35 service area under individual franchise agreements with each Member Agency. Allied also
36 operates the Shore way facility through an agreement with the SBWMA. The existing Member

Section 1

37 Agency collection agreements and the SBWMA's operations agreement for the Shore way
38 facility to expire December 31, 2010.

39 The SBWMA plans to construct a new material recovery facility (MRF) for the new Facility
40 contract to begin on January 1, 2011. The existing MRF will be demolished and a new building
41 will be constructed by December 31, 2010. During the demolition and construction of the MRF,
42 the recyclables will be tipped in the transfer station and transferred loose by material stream in
43 walking floor trailers for processing at a local recycling facility.

44

45 1.4 SBWMA'S GOALS AND OBJECTIVES

46 The SBWMA is seeking to secure the best services for the most competitive price. The
47 SBWMA's goals and objectives are as follows:

- 48 ▪ Provide recyclable material processing services for materials collected from the SBWMA
49 Member Agencies during the demolition and construction of a MRF building at the
50 Shoreway Recycling and Disposal Center ("Shoreway facility").
- 51 ▪ Reduce the volume of waste being disposed by maximizing recycling and reuse
52 activities.
- 53 ▪ Provide professional and timely service to all SBWMA Member Agencies including their
54 franchised hauler(s), businesses and residents.

55 The SBWMA's jurisdictions need to comply with requirements of the California Integrated Waste
56 Management Act of 1989 and associated regulations (AB 939), which set a municipal diversion
57 requirement of 50 percent.

58 During the demolition and construction of the MRF building, recyclable material will need to be
59 processed at an offsite facility and will be tipped in the Transfer Station and transferred to the
60 selected offsite Processor(s) for processing. Materials will be collected from customers
61 segregated into three categories, unless otherwise negotiated, including:

- 62 • Residential Mixed Fibers
- 63 • Residential Mixed Containers, and
- 64 • Commercial Mixed Fibers and Containers (mostly fiber, primarily OCC and some amount
65 of multi-family recyclables).

66

67 1.5 GENERAL SCOPE OF REQUESTED SERVICES

68 The SBWMA is requesting proposals from qualified firm(s) for the following services:

- 69 ▪ Accept, process, and market approximately 5,000 tons per month of Segregated Mixed
70 Recyclables delivered from the Shoreway facility. (The SBWMA will consider entering
71 into multiple agreements);
- 72 ▪ The Scope of service includes the option of having the Processor provide a separate
73 cost for transportation of recyclable materials from the Shoreway facility to the
74 Processor's facility. Such costs will be proposed separately from the materials

- 75 processing rates. The SBWMA may or may not include transportation services in the
76 scope of services provided by a selected Processor.
- 77 ▪ Material shall be diverted in a manner that guarantees diversion credit under the
78 requirements of AB 939;
- 79 ▪ Receive material at a minimum from 6:00 a.m. to 5:00 p.m., Monday - Friday and from
80 8:00 a.m. to 4:00 p.m. on Saturday. To achieve maximum transport efficiency, SBWMA
81 may seek to deliver recyclables at times other than, or later than those designated
82 above;
- 83 ▪ Report monthly on the amount of material accepted for processing using certified scales
84 located at the Processor's facility;
- 85 ▪ Pay the SBWMA on or before the 15th of each month showing by date, time, vehicle
86 identification number, tonnage received, and the monthly Net Revenue as set forth
87 herein and as described in the Exhibit for each material stream (based on the adjusted
88 Material Purchase Price set in the monthly indexing model);
- 89 ▪ Invoice for processing and transportation costs (if selected) on or before the 15th of each
90 month showing by date, time, vehicle identification number, tonnage, material stream,
91 and a summary total truck loads per month. Accept payment within thirty (30) days for
92 any undisputed amounts invoiced;
- 93 ▪ Provide monthly reporting: Including total inbound material and the total of residential
94 curbside, and buy-back center CRV materials as determined by State of California,
95 Department of Conservation – Division of Recycling shipping reports.
- 96 ▪ Provide estimated residual volumes and landfill destination. Historically, the residual rate
97 has been less than 5%. The proposed pricing shall be inclusive of disposal costs for
98 residual material. Residual reporting by Jurisdiction for Quarterly Disposal Based
99 Reporting to the designated County and CIWMB shall reflect no more than 5% residual.
- 100 ▪ Maintain Insurance in the following amounts;
- 101 ○ Workers Compensation; as required by the Labor Codes of the State of
102 California. Processor shall maintain employer's liability insurance in an amount
103 not less than One Million Dollars (\$1,000,000) per accident or disease
- 104 ○ Comprehensive General Liability; \$2,000,000 total
- 105 ○ Comprehensive General Liability; \$1,000,000 per occurrence
- 106 ○ Vehicle Liability; \$1,000,000 per occurrence (if transporting materials)
- 107 ▪ Indemnify the SBWMA and Operator of the Shoreway facility from and against any and
108 all liabilities, costs, claim and damages which are caused by the Processor;
- 109 ▪ Be responsive to the needs of the SBWMA and Member Agencies; and
- 110 ▪ Maintain full compliance with local, State and Federal regulations.
- 111

112 **1.6 Processor Material Purchase Price**

113 The compensation to the SBWMA shall be based on a Proposed Material Purchase Price less a
114 Proposed Processing Cost, the Net Revenue is the difference paid to the SBWMA. The
115 Proposed Material Purchase Price will be adjusted each month according to the Monthly
116 Indexing Model for each material stream. The Monthly Indexing Model is used to protect the
117 Processor and the SBWMA from market fluctuations in the fiber markets. The SBWMA will use
118 the Official Board Markets (OBM) “Yellow Sheet” monthly paper stock price for Los Angeles
119 export ONP (8), and export OCC (11). The Residential Fiber Stream will be adjusted by the
120 monthly percentage-change in the high “Yellow Sheet” price for ONP (8). The Commercial
121 Mixed Fiber/Container Stream will be adjusted by the monthly percentage-change in the high
122 “Yellow Sheet” price for OCC (11). The Residential Mixed Container Stream, if delivered
123 separately, will not be adjusted; the Net Revenue will be set at the proposed price, only adjusted
124 for any changes in state CRV payments, throughout the term of the Agreement. If the optional
125 Single Stream Residential Material was selected (e.g. mixing the Residential Fiber Stream and
126 the Residential Mixed Container Stream at the Shoreway facility and transporting these material
127 together to the Processor) the Monthly Purchase Price will be adjusted by 70% of the monthly
128 percentage-change in the high “Yellow sheet” price for ONP (8). Exhibit 3, Monthly Indexing
129 Model Example, provides an example of how the Monthly Indexing Model will be used to adjust
130 the Material Purchase Price and change the Net Revenue payment each month. Exhibit 4,
131 Monthly Indexing Model, provides a spreadsheet to calculate the monthly indexing each month.

132 Revenues generated from the sale of the recyclables, including CRV will go to the selected
133 Processor. Documentation and DOC reporting will be maintained by the Processor. DR6
134 Reporting from Buy-Back material will be provided by Allied Waste. The buy-back materials will
135 be mixed with the Residential Mixed Containers and will need to be documented separately
136 from the curbside CRV material. **Tables 1-A and 1-B** present the States CRV payments and
137 those that the SBWMA and Members Agencies are eligible for receiving.

Table 1-A

DOC/DOR Certifications	Designation
Certified Processor	PR
Certified Operator	OP
Certified Recycling Center	RC
Community Service Program	SP
Convenience Zone Recycler	CZ
Curbside Program	CS
Drop Off/Collection Program	DC

138

139

Table 1-B

CRV Fees Payable by State	CRV Fees Payable to:	Shoreway Eligible
California Redemption Value	All Certified Recyclers	Yes
Processing Fee	Curbside (CS) Programs	Yes
Administrative Fee	Curbside (CS) Programs, Community Service Programs (SP), Drop Off Programs (DC)	Yes
Handling Fee	Convenience Zone Recyclers (CZ)	No
Quality Glass Incentive Payment	Curbside (CS) Programs	Yes
Curbside Supplemental Payment	Curbside (CS) Programs - Paid Annually <i>Note: Payment is recorded on the hauling division as revenue for each jurisdiction</i>	No
Recycling Incentive Payment	Recycling Centers (RC), Drop Off Programs (DC)	Yes*
<i>*Shoreway eligibility based upon Certification category of Buy Back operation</i>		

140

141

142 1.7 PROPOSAL CONSIDERATIONS

143 SBWMA's Rights

144 In issuing this RFP the SBWMA retains, but is not limited, to the following rights:

- 145 ▪ Issuing addenda to the RFP, including extending or otherwise revising the timeline for
- 146 submittals;
- 147 ▪ Withdrawing, reissuing, or modifying the RFP;
- 148 ▪ Requesting clarification and/or additional information from the Processor(s) at any point
- 149 in the procurement process;
- 150 ▪ Executing an agreement with a Processor on the basis of the original proposals and/or
- 151 any other information submitted by the Processors during the procurement process;
- 152 ▪ Rejecting any or all proposals, waiving irregularities in any proposals, accepting or
- 153 rejecting all or any part of any proposals, or waiving any requirements of the RFP, as
- 154 may be deemed to be in the best interest of the SBWMA;
- 155 ▪ Accepting and negotiating with a Processor any combination of services;
- 156 ▪ Negotiating with one or more Processor(s);
- 157 ▪ Discontinuing its negotiations after commencing negotiations with a selected Processor,
- 158 if progress is unsatisfactory in the judgment of the SBWMA; and
- 159 ▪ Commencing discussions with another qualified Processor.

160

Section 1

161 1.7.1 Consequence of Submission of Proposal

162 The submission of a proposal shall not be deemed an agreement between the Processor and
163 SBWMA. Specifically, the following provisions apply:

- 164 ▪ SBWMA shall not be obligated to respond to any proposal submitted nor be bound in
165 any manner by the submission of a proposal; and
- 166 ▪ Acceptance of a proposal by the SBWMA obligates the Processor to enter into good
167 faith Agreement negotiations based on the proposal submitted.

168

169 1.7.2 Proposal Costs

170 The cost of investigating, preparing and submitting a proposal is the sole responsibility of the
171 Processor and shall not be chargeable in any manner to the SBWMA. The SBWMA will not
172 reimburse any Processor for any costs associated with the preparation and submission of
173 proposals or expenses incurred in making an oral presentation, participating in an interview, or
174 negotiating an Agreement with the SBWMA.

175

176 1.8 ORGANIZATION OF THE RFP

177 General information regarding the RFP purpose, process, and schedule are provided in the
178 following sections:

- 179 ▪ Section 2 contains background information that will assist Processors in understanding
180 the current and temporary operations including information about SBWMA member
181 agencies, a facility description, and recyclable material quantities.
- 182 ▪ Section 3 details the General Instructions for this RFP.
- 183 ▪ Section 4 discusses the RFP proposal requirements.
- 184 ▪ Section 5 contains the proposal forms to be submitted.

185

186 1.9 Pre-Proposal Meeting

187 A pre-proposal meeting is scheduled to be held on Thursday, May 14, 2009 beginning at 10:00
188 a.m. PDT at the Shoreway Recycling and Disposal Center, 225 Shoreway Road, San Carlos,
189 California.

190 ***All persons attending the pre-proposal conference will be asked to identify themselves***
191 ***and the prospective Processor they represent and to sign an attendance form, giving***
192 ***their name, address, telephone number, and e-mail address, and providing a business***
193 ***card with the same or more information. To receive email updates related to the RFP***
194 ***your company information must be received by email at hgans@rethinkwaste.org, mail,***
195 ***or Pre-Proposal meeting.***

196 ***PROCESSORS must provide a completed FORM A, PROCESS INTEGRITY RULES.***

197

198 **1.10 Procurement Schedule**

199 The SBWMA plans to adhere to the following procurement schedule (Table 1-1) to the extent
 200 possible. Changes to the procurement schedule shall be at the sole option of the SBWMA.

201

Table 1-1 Preliminary Procurement Schedule	
Activity	Date
SBWMA releases RFP	April 28, 2009
Deadline to submit written questions and comments by 3:00 pm PDT	May 8, 2009
Pre-proposal meeting at 10:00 a.m.	May 14, 2009
SBWMA will issue response to written questions, summary of responses provided at pre-proposal meeting, and RFP addendum (if necessary)	May 19, 2009
Proposals Due by 3:00 pm PDT	June 2, 2009
SBWMA requests clarification of proposals if applicable	June 9, 2009
Interviews with short-listed Processors	June 15-16, 2009
SBWMA Board Selects Processor(s)	June 25, 2009
SBWMA Board Approves Agreement(s) with Selected Processor(s)	July 23, 2009
Processor(s) commences providing services	September 1, 2009*
* Processing Services may be initiated later if an alternative start date is agreed upon.	

202

Section 2

Background Information

1 2.1 Introduction

2 The purpose of this section of the RFP document is to familiarize prospective Processors with
3 the SBWMA and its current and proposed recycling and solid waste services, and to provide
4 information not included in other sections of this document.

5

6 2.2 SBWMA Member Agencies

7 The SBWMA includes twelve member agencies (as noted in Section 1.3). Under the framework
8 of the Joint Powers Agreement, each member agency contracts for collection of residential and
9 commercial waste and recycling. The member agencies are obligated, under the JPA
10 agreement, to deliver materials to the Shoreway facility. Table 2-1, Population of Member
11 Agencies Served by the SBWMA is shown below.

12

Table 2-1 Population of Member Agencies Served by the SBWMA		
Member Agency	2000	2007
Atherton	7,194	7,423
Belmont	25,123	25,897
Burlingame	28,158	28,667
East Palo Alto	29,506	32,630
Foster City	28,803	30,269
Hillsborough	10,825	11,122
Menlo Park	30,785	31,146
Redwood City	75,402	77,025
San Carlos	27,718	28,639
San Mateo	92,482	95,510
West Bay	N.A.	N.A.
Unincorporated San Mateo Co.	N.A.	30,300
Total	355,996	398,628

13 2.3 Transportation and Off-Site Processing

14 Currently, transportation of solid waste, organics, and C&D materials to off-site processors is
 15 included as a component of the Shoreway facility Operations Agreement. Baled recyclables are
 16 transported to port or market by contract trucking. The SBMWA may choose to have Allied
 17 Waste provide the transportation of loose (presorted) recyclables to the Processor, may have
 18 the Processor provide pick-up and transportation of the loose (presorted recyclables), or may
 19 use a combination of the two. Form E, Material Transfer Pricing, requests Processor's proposed
 20 price per load for pick-up and transportation of the loose recyclables.

21 The SBWMA prefers that the recyclable material will be tipped in the transfer station and
 22 pushed into trailers below through the load-out ports. At an alternative to using the transfer
 23 station tunnels to load-out recyclable materials, the SBWMA has the necessary equipment to
 24 top-load trailers with a high-reach loader. Proposers may propose either methodology but
 25 should specify the loading methodology that is assumed in their transportation price quote.

26 If proposing the tunnel methodology, please ensure any proposed vehicles are able to access
 27 and use the SHOREWAY FACILITY tunnel and load-out ports. It should be noted; that the
 28 SHOREWAY FACILITY transfer tunnel has size limitations that may affect the Processor's
 29 equipment selection proposed for use in the transfer of recyclable materials.
 30

Specifications for trailers currently in use at the Shoreway Transfer station

- * 48' Tandem Semi Exterior Post
- * Length - 48'0"
- * Trailer Width - 102"
- * Trailer Height 13' 2" with a 48" 5th Wheel (allowing another 5" clearance for auto tarp)
- * Aero 1-pc hydraulic flip top auto tarp
- * GVRW 65,000 lb.
- * Volume - 143 cubic yards
- * Drop Degree - 8
- * Axle Configuration - Closed Tandem
- * Axle Spread - 49"
- * Rear Axle Setting - 42"
- * Suspension - Hutchens CH9700
- * Spring part Number - 356-01 low-arch, 3 leaf
- * Kingpin Setting - 78"
- * Bulkhead Setback - 140"
- * Axle Track - 71.5"
- * Rims - 22.5" X 8.25"

31 The SBWMA encourages each Processor to test trucks and trailers to ensure that the proposed
 32 equipment is appropriate. Contact the SBWMA to arrange specific site visits and tests of
 33 existing equipment.

34 The Shoreway facility maintains a strict tarping program. All loads must be tarped before
 35 leaving the facility. Any automatic tarping mechanisms should also be measured to ensure no
 36 interference with the tunnel dimensions.

37

38

39

Section 2

40 2.4 Current Inbound and Outbound Volumes

41 The SBWMA's current dual-stream recyclable material is extremely clean, with a current
42 residual rate of less than 5%. The recyclable materials have been consistent in composition
43 over the last several years. The SBWMA does not guarantee material volumes or specific
44 percentage of material streams. It is the responsibility of the Processor to evaluate the data
45 provided and make any assumptions in providing pricing to the SBWMA.

46 Recyclable materials are collected in three segregated streams:

- 47 • Residential Mixed Fibers
- 48 • Residential Mixed Containers
- 49 • Commercial Mixed Fibers and Containers (mostly fiber, primarily OCC and some amount
50 of multi-family recyclables).

51 Table 2-2, Material Inbound Tonnage, is shown below.

52

Table 2-2 Material Inbound Tonnage (Allied Waste Shoreway facility 2008 Quarterly Reports)	
Material Type	Total Tons 2008
Commercial Recyclables	26,157
Residential Recyclables *	34,704
Total	60,861

53 * Residential Recyclables are collected separately in split body trucks keeping Mixed Fibers and Mixed Containers
54 separate. When the materials are delivered to the Shoreway facility, the trucks are only weighed once, so individual
55 weights for each stream are not maintained. The materials are currently tipped in separate locations for processing.

56 **Exhibit 1**, Monthly Inbound Volumes, show the monthly volumes by materials type for 2008.
57 Residential dual-stream material is collected in split-body trucks and is tipped and maintained
58 separately. However, because the trucks are scaled in once, the weights for the combined
59 dual-stream material is collected as one weight.

60 **Exhibit 2**, Commodity Outbound Volumes and Revenues, shows the monthly outbound
61 volumes for 2008.

62

63 2.5 Indexing Material Purchase Price

64 To protect the both the Processor and the SBWMA from market fluctuations in the fiber markets,
65 the SBWMA has developed a Monthly Indexing Model to adjust the price according to fiber
66 market price changes. The compensation to the SBWMA shall be based on a Contractual
67 Material Purchase Price less the agreed Processing Cost. The Net Revenue is the difference

68 between the Purchase Price and the Processing Cost which is paid to the SBWMA. The
69 contractual Material Purchase Price will be adjusted each month according to the Monthly
70 Indexing Model for each material stream.

71 - The SBWMA will use the Official Board Markets (OBM) "Yellow Sheet" monthly paper
72 stock price for Los Angeles for export of ONP (8), and export OCC (11).

73 - The Residential Fiber Stream will be adjusted by the monthly percentage-change in the
74 high "Yellow Sheet" price for ONP (8).

75 - The Commercial Mixed Fiber/Container Stream will be adjusted by the monthly
76 percentage-change in the high "Yellow Sheet" price for OCC (11).

77 - The Residential Mixed Container Stream, if delivered separately, will not be adjusted,
78 the Net Revenue will be set at the proposed price throughout the term of the Agreement.

79 - If the optional Single Stream Residential Material is selected (e.g. mixing the Residential
80 Fiber Stream and the Residential Mixed Container Stream at the Shoreway facility and
81 transporting these materials together to the Processor) the Material Purchase Price will
82 be adjusted by 70% of the monthly percentage-change in the high "Yellow sheet" price
83 for ONP (8).

84 Exhibit 3, Monthly Indexing Model Example, provides an example of how the Monthly
85 Indexing Model will be used to adjust the Material Purchase Price and change the Net
86 Revenue payment each month. Exhibit 4, Monthly Indexing Model, provides a spreadsheet
87 for the Processor to use in calculating the monthly indexing each month.

88

89 2.6 Summary of Intent

90 The SBWMA's intent and the requirements of this RFP document are to continue to provide the
91 Member Agencies with the appropriate level of service at the best price and with the highest
92 quality of service.

93 The specifications contained within this RFP are designed to establish an effective, efficient,
94 uniform, and safe system of Processing Recyclable Material while the Shoreway facility MRF is
95 being demolished and the new facility is being built and provides for the following intended
96 purposes:

97 - Establishment and maintenance of a continuous and uniform level of Processing
98 Services during the transition; and

99 - Maximize diversion and reduce disposal.

100 To this end, the SBWMA has tried to provide as much information as possible to all prospective
101 Processors in order to allow them to properly prepare their responses and compute fair and
102 reasonable pricing for the processing of the recyclables. **However, it is the sole responsibility
103 of the Processor to calculate and be responsible for the rates quoted in the applicable
104 set of Price Proposal Forms provided in Section 5 of this RFP document.**

105

Section 3

General Instructions

3.1 RFP Document

This RFP document constitutes the complete set of proposal specifications and forms. All forms and applicable documents must be executed and submitted in sealed envelopes, as described in Section 4 of this RFP. Proposals not submitted on the prescribed proposal forms shall be deemed not responsive. By submitting a proposal, the Processor agrees to be subject to all terms and conditions specified herein. Except as otherwise set forth in this RFP no exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the Processor which shall be open for a period of no less than one hundred eighty (180) calendar days from the date of submittal.

3.2 Mistakes

Processors are expected to examine the RFP documents, proposal forms, and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE PROCESSOR'S RISK. In the event of extension error(s), the unit price will prevail and the Processors total offer will be corrected accordingly. In the event of computational error(s), the unit price will prevail and the Processors total offer will be corrected accordingly.

3.3 Additional Terms and Conditions

Except as is set forth in Section 4.5 of this RFP, no additional terms and conditions included with the RFP shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

3.4 Interpretations and Inquires

In order to be addressed at the pre-proposal conference, questions concerning the intent, meaning, and interpretation of the RFP document shall be submitted in writing and received via email, no later than 3:00 p.m. PDT on May 8, 2009. Written inquiries shall be addressed to the SBWMA Representative:

Hilary Gans
Facility Operations Contract Manager
South Bayside Waste Management Authority
610 Elm Street, Suite 202
San Carlos, CA 94070
Phone: (650) 802-3507
Fax: (650) 802-3501
hgans@rethinkwaste.org

37 No person is authorized to give oral interpretations of, or make oral changes to, the RFP
38 document. Therefore, oral statements will not be binding and should not be relied upon. Any
39 interpretation of, or changes to, the RFP document will be made in the form of a written
40 addendum to the RFP document and will be furnished by the SBWMA to all Processors who
41 attend the mandatory pre-proposal conference and submit a properly completed Process
42 Integrity Rules Form. Only those interpretations of, or changes to, the RFP document that are
43 made in writing and furnished to the Processors by the SBWMA may be relied upon.

44

45 **3.5 Verbal Agreements**

46 No verbal agreement or conversation with any officer, agent, or employee of the SBWMA, either
47 before or after execution of the Agreement, shall affect or modify any of the terms or obligations
48 contained in the Agreement. Any such verbal agreement or conversation shall be considered as
49 unofficial information and in no way binding upon the SBWMA or the Processor.

50

51 **3.6 Qualification of Processor**

52 The Processor must be qualified by experience, adequate financing, staffing and equipment to
53 do the work called for in the RFP.

54

55 **3.7 Conflict of Interest**

56 All Processors must disclose, with their proposal, the name of any officer, director, agent, or any
57 relative of an officer, director, or agent who is an employee, elected official or appointed official
58 of the SBWMA or its Member Agencies. Furthermore, all Processors must disclose, to the best
59 of their knowledge, the name of any SBWMA employee, elected official or appointed official who
60 has any direct or indirect economic interest in the Processors' firm or any of its branches or
61 subsidiaries. "Economic interest" shall have the same meaning as that term is defined in Title 2,
62 California Code of Regulations Sections 18703 – 18703.5.

63

64 **3.8 Processors Non-Collusion Certification**

65 Any Processor submitting a proposal to this RFP must complete and execute the Non-Collusion
66 form included in Section 5 of the RFP document.

67

68 **3.9 Legal Requirements**

69 Processors are required to comply with all provisions of federal, state, county, and local laws,
70 ordinances, rules and regulations that are applicable to the services being offered in this RFP.
71 Lack of knowledge by the Processor shall in no way be a cause for relief from responsibility or
72 constitute a cognizable defense against the legal effects thereof.

73

Section 3

74 3.10 Familiarity with Laws and Ordinances

75 The submission of a proposal for the services requested herein shall be considered as a
76 representation that the Processor is familiar with all federal, state, and local laws, ordinances,
77 rules, and regulations which affect those engaged or employed in the provision of such services,
78 or equipment used in the provision of such services, or which in any way affects the conduct of
79 the provision of such services; and no plea of misunderstanding will be considered on account
80 of ignorance thereof. The Processor's particular attention is directed to such relevant ordinances
81 and resolutions of the SBWMA, as may be amended from time to time, under which the
82 authority, terms, and conditions the Collection Service programs are to be operated. If the
83 Processor discovers any provisions in the RFP document that are contrary to or inconsistent
84 with any law, ordinance, or regulation, they shall report it as is set forth in Section 3.4 above
85 without delay.

86

87 3.11 Agreements

88 The SBWMA shall not be obligated to any Processor to enter into a Processing Service
89 Agreement despite the SBWMA's governing body prospectively awarding an Agreement to a
90 Processor. The SBWMA shall be obligated to a Processor if and only if the SBWMA enters into
91 an Agreement for the services with the Processor, and further, no action will lie against the
92 SBWMA to compel the SBWMA to execute any such Agreement(s), or to recover from the
93 SBWMA any damages, costs, lost profits, expenses, etc., that any Processor may incur if the
94 SBWMA chooses not to execute such Agreement(s). By submitting a proposal for the services,
95 all Processors acknowledge and agree that no enforceable contractual relationship arises until
96 the SBWMA executes the appropriate Agreement, that no action shall require the SBWMA to
97 fully execute such Agreement at any time, and that each Processor waives all claims to
98 damages, lost profits, costs, expenses, etc., as a result of the SBWMA not fully executing such
99 Agreement.

100

101 3.12 Facilities

102 The SBWMA reserves the right to inspect each Processor's facilities at any reasonable time,
103 during normal working hours, with prior notice to determine that the Processor has a bona fide
104 place of business and is a responsible Processor.

105

106 3.13 Insurance

107 The SBWMA has set forth the insurance requirements contained in Section 1.5 of this RFP.
108 Processors are strongly encouraged to review and obtain an understanding of these
109 requirements before submitting a proposal.

110

111 **3.14 Agreement Modifications**

112 The SBWMA reserves the right to make modifications to the Agreements (seems awkward to
113 reference an Agreement here when no sample agreement is being provided to the proposers) to
114 more fully effectuate the intent of this RFP and the Collection and Disposal Service programs.

115

116 **3.15 Withdrawal or Revision of Proposal Prior to Opening**

117 At any time prior to the closing time for receiving proposals, a Processor may, without prejudice,
118 withdraw, modify, or correct a proposal after it has been deposited with the SBWMA
119 Representative provided a request is made in writing to the SBWMA Representative, whose
120 name, address, and contact information is provided herein. Modification or corrections of
121 proposals may be made by means of facsimile or other written communications, provided the
122 SBWMA Representative receives such modifications or corrections prior to the closing time set
123 for receiving proposals.

124 Proposals which are not submitted on the forms furnished by the SBWMA and are not in
125 conformity with the provisions of Section 4 of this RFP document may be deemed non-
126 responsive. No corrections in proposals will be acceptable unless each correction is signed or
127 initialed by the Processor. If initialed, the SBWMA may require the Processor to identify any
128 corrections so initialed. A proposal in which omissions occur or which has been conditioned by
129 the Processor in a manner that is unacceptable to the SBWMA may be rejected. Omissions and
130 corrections may be made until the closing time set for receiving proposals.

131

132 **3.16 Acceptance or Rejection of Proposals**

133 The SBWMA reserves the following rights and options:

- 134 ▪ To deem non-responsive any and all proposals that fail to meet the literal and exact
135 requirements of the specifications provided in this RFP document;
- 136 ▪ To accept the proposal that is, in the judgment of the SBWMA Board, in the best interest
137 of the SBWMA and its residents;
- 138 ▪ To reject any and all non-responsive proposals;
- 139 ▪ To waive irregularities in any proposal as the SBWMA Board may elect to waive; and
- 140 ▪ To reject all proposals and to issue subsequent requests for new proposals.

141 Any or all proposals will be rejected if there is reason to believe that collusion existed among the
142 Processors. Proposals received from participants in such collusion will not be considered for the
143 same work when and if re-advertised.

144

145 **3.17 Award of Agreement(s) by SBWMA Board**

146 The award of Agreement(s), if made, will be the Agreement(s) which best fulfills the
147 requirements and provides the best value to the SBWMA. No award will be made until all
148 necessary investigations have been made to determine the responsiveness and responsibility of
149 the Processor under consideration. After opening the proposals, the SBWMA may require the

Section 3

150 selected Processor(s) to submit a verified statement disclosing all ownership interests, whether
151 direct, indirect, or beneficial, and including intermediate and ultimate ownership interests where
152 several levels of ownership exist, disclosing any single source in excess of thirty percent (30%)
153 of outstanding debt, and disclosing any person or entity that has guaranteed in excess of thirty
154 percent (30%) of the Processor(s) outstanding debt furthermore, such disclosure shall contain
155 any information of or relating to any and all common ownership, control, management, or
156 common pecuniary benefit said proposing entity, its owners, management, or representatives
157 possess or retain in any other entity now participating, or proposing to participate, in the
158 Collection Service Agreement and/or the Facility Operations Agreement with the SBWMA. The
159 SBWMA Board shall be the sole judge as to the responsiveness and the suitability of the
160 Processor(s) to satisfactorily perform the work specified within the Agreement(s).

161 As soon as practicable after opening the proposals, the Processor(s) recommended for award
162 of the Agreement(s) (seems awkward to reference an Agreement here when no sample
163 agreement is being provided to the proposers) will be submitted to the SBWMA Board for
164 approval.

165 In the event the SBWMA Board approval is not received within **one hundred and eighty (180)**
166 **calendar days** after opening of the proposals, the Processor may request that it be released
167 from the Agreement obligation and that its bid bond be released, in which case the SBWMA
168 shall release the Processor's Performance Bond or check within five (5) business days of
169 receipt of the request. The foregoing action by the SBWMA or the Processor shall in no way
170 provide any cause whatsoever for claim against the SBWMA by the Processor.

171

172 3.18 Addendum

173 The Processor shall sign each Addendum issued and attach it to the proposal in order to have
174 the proposal considered.

175

176 3.19 Examination of the Site of the Work

177 By the submission of a proposal to do the work, the Processor certifies that a careful
178 examination of all RFP documents has taken place, and that the Processor is fully informed
179 concerning the requirements of the RFP document, the physical conditions to be encountered in
180 the work, the quality and quantity of service to be performed, and of the materials and
181 equipment to be furnished. The Processor will not be entitled to additional compensation upon
182 subsequently finding that conditions require methods or equipment other than that anticipated in
183 making the proposal. Negligence or inattention of the Processor in determining conditions of the
184 Agreement(s) (seems awkward to reference an Agreement here when no sample agreement is
185 being provided to the proposers) prior to submitting the proposal, or in any phase of the
186 performance of the work, shall be grounds for refusal by the SBWMA to agree to proposed
187 additional compensation for additional work caused by such negligence or inattention by the
188 Processor.

189

190 **3.20 Performance Bond**

191 A performance bond in a form acceptable to the SBWMA is required from the successful
192 Processing Service of the Processor within thirty (30) calendar days from the date the SBWMA
193 Board approves the Recyclable Materials Processing Service Agreement in an amount equal to
194 Two-million and no Dollars (\$2,000,000). The performance bond shall be executed by a surety
195 company licensed to do business in the State of California and acceptable to the SBWMA
196 having an “A-” or better rating by A. M. Best or Standard and Poor’s; and included on the list of
197 surety companies approved by the Treasurer of the United States.

198

199 **3.21 Proprietary Information**

200 Under the California Public Records Act, most SBWMA records are made public. Trade Secrets
201 and certain financial information, which are not public, are exceptions to this general rule.
202 Processors must clearly identify as “Confidential” or as a “Trade Secret” any information in their
203 proposals that is exempt from disclosure under the Public Records Act. If a Processor marks
204 any information in their proposal as “Confidential” or “Trade Secret,” the SBWMA agrees to
205 maintain the confidentiality of such information and data to the extent permitted by law. SBWMA
206 agrees to notify Processor of any request from any third party to review and/or inspect
207 information and data. In the event a third party files legal action against the SBWMA seeking
208 release of such records and data, SBWMA shall tender the defense of such action to Processor
209 and Processor shall indemnify and hold the SBWMA harmless from any and all expenses
210 associated with the defense of such action, including, without limitation, the SBWMA’s attorneys
211 fees and costs and any attorneys fees awards or other judgments against the SBWMA. If
212 Processor fails to follow these requirements in any way, SBWMA may release the requested
213 information or data at its sole discretion.

214 To the extent permitted by applicable law, all pricing data will remain confidential until after an
215 initial evaluation of the proposals is made and there will be no public opening of the proposals.

216

217 **3.22 Subcontractors/Operators**

218 Processors intending to enter into contracts with subcontractors/operators in order to provide
219 the services requested in this RFP must include in their proposal responses a list of those
220 potential subcontractor/operators for approval by the SBWMA.

221

222

Section 4

Proposal Preparation Instructions

1 4.1 Receipt and Opening of Proposals

2 The SBWMA will receive written and sealed proposals to furnish all labor, equipment, materials,
3 tools, insurance, supervision, and all other items incidental thereto, and to perform all work
4 necessary, specified, and relating to in the prescribed manner and time to provide Recyclable
5 Material Processing Services. **Sealed proposals will be received no later than 3:00 p.m.**
6 **PDT, Tuesday, June 2, 2009, at the office listed below.**

7 Each proposal and supporting documentation must be submitted in a sealed envelope or
8 container plainly labeled in the lower-left corner: "Proposal for RECYCLABLE MATERIAL
9 PROCESSING SERVICES" along with the Proposal opening date and time. Processors must
10 also include their company name and address on the outside of the envelope or container.
11 Proposals must be delivered to the SBWMA Representative:

12 **South Bayside Waste Management Authority**
13 **Attention: Hilary Gans**
14 **Facility Operations Contract Manager**
15 **610 Elm Street, Suite #202**
16 **San Carlos, CA 94070**
17

18 Processors are responsible for making certain that proposals are delivered to the SBWMA
19 Representative. Mailing of a proposal or receipts of postal or other delivery agents does not
20 ensure that the proposal will be delivered on time or delivered at all.

21 Proposals will be accepted in person, by United States Mail, or by private courier service. No
22 proposals will be accepted by oral communication, telephone, electronic mail, telegraphic
23 transmission, or facsimile transmission. Proposals may be withdrawn prior to the above
24 scheduled time set for opening of proposals. No Processor may withdraw a proposal after the
25 above scheduled time for opening the proposals. Any proposal received after the date and hour
26 specified will be rejected and returned unopened to the Processor.

27 The SBWMA reserves the right to postpone the date and time for opening proposals through an
28 addendum to this RFP.
29

30 4.2 Pre-Proposal Meeting

31 A PRE-PROPOSAL MEETING will be held on Thursday, **May 14, 2009, beginning at 10:00**
32 **a.m. PDT, at the Shoreway Recycling and Disposal Center, 225 Shoreway Road, San**
33 **Carlos, CA 94070.**

34 Review of material and ability to observe each material stream will be included as part of the
35 Pre-Proposal Conference.

36 At the pre-proposal conference, representatives of the SBWMA will be available to answer
37 questions and explain the intent of this RFP. Questions about, or requested modifications to, the

38 RFP document which have been submitted in writing and received as set forth in Section 3.4 of
39 this RFP no later than 3:00 p.m. PDT on May 8, 2009 will be addressed. To the extent possible,
40 the SBWMA will also consider other questions or concerns that may be raised at that time. After
41 the pre-proposal meeting, the SBWMA will prepare written documentation to answer questions
42 which were addressed at the pre-proposal conference which relate to the interpretation of, or
43 changes to, the RFP document which the SBWMA deem appropriate for clarification. The
44 SBWMA's written responses to questions will be sent to potential proposers by May 19th.

45 Processors are again cautioned that only interpretations of, or changes to, the RFP document
46 received from the SBWMA in writing may be relied upon.

47

48 4.3 Preparation of Proposals

49 Five (5) sets of the RFP responses must be submitted and an electronic copy on disk (in Word
50 and Excel format). The five (5) sets shall consist of one (1) single-sided original proposal and
51 four (4) double-sided copies, all placed in three ring binders with a cover indicating the company
52 name and proposal title. The cover of the original proposal shall be clearly marked "Original
53 Proposal" and the covers of the proposal copies shall be clearly marked "Proposal Copies".
54 Additional copies may be requested by the SBWMA at its discretion. All blank spaces must be
55 filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. Proposals
56 must be printed on recycled content paper with a minimum of thirty percent (30%) post-
57 consumer content.

58 All required original signatures must be manual and all corrections made by the Processor to
59 any part of the RFP document must be signed or initialed.

60 Proposals must be executed by an individual with the authority to bind the Processor to the
61 terms and conditions of the RFP.

62

63 4.4 Proposal Content

64 All proposals must include the following sections, in the following order:

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65 4.4.1 Cover Letter

66 The cover letter should not exceed the equivalent of four (4) single sided pages and
67 should provide:

68 4.4.1.1 Name, address, telephone number, email address, and fax
69 number of Processor's key contact person.

70 4.4.1.2 Description of the type of organization (e.g., corporation,
71 partnership, joint venture teams and subcontractor/operators)
72 submitting proposals.

73 4.4.1.3 Name of the entity that will sign the Processing Service
74 Agreement in the event one is awarded.

75 4.4.1.4 A written statement warranting that the requirements of the RFP
76 document, its enclosures, and all addenda (by listing all addenda
77 and dates received) have been thoroughly reviewed and that the
78 Processor has conducted all due diligence necessary to confirm
79 material facts upon which the proposal is based.

80 4.4.1.5 A written statement acknowledging the validity of the proposal
81 contents including proposed rates, and pricing for a period of **one**
82 **hundred eighty (180) days**.

83 4.4.2 Table of Contents

84 4.4.3 Executive Summary

85 The executive summary should not exceed the equivalent of three (3) double-
86 sided pages and should highlight the major elements of the Processors
87 qualifications and proposal, including a brief description of the Processors
88 initial transition plan, ability to handle trailers of loose material, and schedule.
89 All information should be provided in a concise manner.

90 4.4.4 Forms

91 The proposal must contain Forms A - J of Section 5 of the RFP, in the order
92 they are provided in Section 5.

93 4.4.4.1 Processors should note that they are required to include a copy of
94 the completed Form A, "Process Integrity Rules" that was
95 submitted earlier and complete all Forms (A - J) provided in
96 Section 5 of this RFP document.

97 4.4.4.2 Processors shall use only the forms and format provided. Any
98 deviation from those provided may be grounds for rejection of the
99 entire proposal.

100 4.4.5 Signed Addenda

101 4.4.6 Qualifications

102 4.4.6.1 **Key Staff**

103 Processor must identify and provide resumes for key staff
104 proposed that will work directly with the SBWMA staff.

105 4.4.6.2 **Staff Responsibilities**

106 Processors must provide names and resumes of Key Staff. The
107 resumes should describe the relevant technical experience of key
108 personnel.

109 4.4.6.3 **References**

110 Processors must provide a minimum of three (3) local
111 governmental clients that the SBWMA may contact to conduct a
112 reference check. The Processor must be providing or have
113 provided similar services as requested herein to the municipality
114 within the last three (3) years. In the event a Processor has not
115 provided similar services to at least four (4) local governmental
116 clients in the last three (3) years, they must provide the requested
117 information for all local governmental clients for whom they have
118 provided similar services in the last seven (7) years. Provide
119 summary of volumes and material streams processed for reach
120 reference.

121 4.4.6.4 **Conflict of Interest Statement**

122 Processors must warrant that no gratuities have been or will be
123 offered or given by Processor, or any agent or representative of
124 the Processor, to any officer, employee of the SBWMA or any
125 participant in the selection of a Processor to furnish the services
126 described herein in order to secure a favorable treatment
127 regarding the evaluation, grading, and Agreement award process.

128 4.4.6.5 **Statement of Financial Qualifications**

129 Processors shall provide copies of audited financial statements for
130 the entity that is proposed to execute the Processing Service
131 Agreement for the most recent three (3) fiscal years. If the entity
132 that will execute the Agreement does not have three (3) years of

133 audited financial statements, the Processor must provide sufficient
134 financial data to substantiate, to the satisfaction of the SBWMA,
135 the Processor's financial capability and the viability of the entity to
136 provide the services requested. If necessary, this matter will be
137 discussed further at the pre-proposal meeting.

138 4.4.6.6 **Financial Rights**

139 The SBWMA reserves the right to require submission by the
140 Processor, at no cost to the SBWMA, of an opinion by a Certified
141 Public Accountant with regard to the financial status of such
142 Processor, including ownership of, or interest in, equipment and
143 facilities prior to award of a Collection Service Agreement.

144 4.4.7 **Technical Proposals**

145 Processors are required to provide a description of the manner in which the
146 requested service is to be provided. At a minimum, this should include the
147 following components:

148 4.4.7.1 **Processing Operations Plan**

149 Processors seeking to provide Processing Services should
150 provide the following information:

151 4.4.7.1.1 A copy of the primary permits associated with site
152 operations (i.e., State of California Solid Waste Facility
153 Permit);

154 4.4.7.1.2 The permitted capacity of the site and the available
155 capacity that is not contractually committed;

156 4.4.7.1.3 A written commitment guaranteeing capacity (on a
157 daily basis and annual basis) for the material to be
158 accepted by the Processor. Provide a written
159 commitment to indemnify the SBWMA against all
160 events in connection with or related to the Operator's
161 provision of Processing Services;

162 4.4.7.2 **Violations History**

163 The processor shall provide a summary of violations and claims
164 related to environmental, occupational, and legal actions.

165 Provide the following details for each area for the last three (3)
166 years:

167 4.4.7.2.1 Occupational – provide any OSHA violations, notices,
168 or other actions taken against the proposed processing
169 facility.

170 4.4.7.2.2 Permitting – provide notice of violations, correction
171 action notices, enforcement actions, or warnings from

172 the permitting agency (local, state, or Federal) issued
173 to the proposed processing facility.

174 4.4.7.2.3 Criminal Actions – provide any criminal actions taken
175 against the proposed processing facility, owners, or
176 management.

177 4.5 Proposal Exceptions and Alternatives

178 In the event the Processor takes exception to the RFP specifications or wishes to propose an
179 alternative, they may set forth those exceptions and/or alternatives in the following manner:

180 ▪ The exception and alternative is to be presented on a paper whose pages are titled,
181 **“Form I - RFP Exceptions and Alternatives”**.

182 ▪ Each exception or alternative must be presented separately by stating the specific
183 exception or alternative, the suggested changes to the program related to the exception
184 or alternative, the suggested changes related to the exception or alternative, the manner
185 in which the proposed change would benefit the SBWMA and the specific dollar change
186 in each of the Processing Prices, as proposed by the Processor in this RFP, that would
187 take place if the exception or alternative was accepted by the SBWMA.

188 ▪ The exceptions and alternatives must be followed with the following language without
189 exception.

190 **“Except as set forth above, Processor is in complete agreement with the proposed**
191 **terms, conditions and business arrangements described in the RFP. The**
192 **Processor assumes the risk of all conditions foreseen or unforeseen and agrees**
193 **to provide the services set forth in the RFP under whatever circumstances may**
194 **develop other than as herein provided.”**

195 ▪ The form must be signed by an individual authorized to commit the Processor’s firm to a
196 contract with SBWMA.

197 Processors should note that if exceptions and/or alternatives are presented, all required
198 information as set forth above must be submitted. Exceptions and/or alternatives provided,
199 without the required information will not be considered. Processors should also note that the
200 submittal of an exception and/or alternative does not obligate the SBWMA to accept and
201 incorporate the exceptions and/or alternative.

202 Processors are ***strongly cautioned*** that **all** exceptions or alternatives related to the services
203 set forth in this RFP must be raised as part to the respondent’s proposal and in the manner set
204 forth above. ***Exceptions and/or alternatives of any type, regardless of how small or***
205 ***incidental, that are not raised in the respondents proposal and which do not include the***
206 ***required rate information and substitute language will not be considered for discussion***
207 ***after the proposals are received.***

208

209 4.6 Evaluation of Proposals

210 A panel of SBWMA staff, consultants, and such other parties as the SBWMA deems necessary
211 (the Evaluation Team), will review all proposals submitted and recommend the proposal that
212 they believe best meets SBWMA’s requirements as specified in the RFP. The SBWMA will

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213 focus much of their review on the Processing Cost and Material Purchase Price provided by
214 each Processor. The SBWMA may request, at its sole option, presentations or interviews from
215 selected Processors.

216 The proposals will be evaluated based on the following criteria:

- 217 1. Overall responsiveness to the RFP and submittal criteria
- 218 2. Processor's experience and qualifications
 - 219 o Overall experience
 - 220 o References
 - 221 o Financial stability
- 222 3. Processing Cost and Material Purchase Price
- 223 4. Processing Services and Technical Proposal
 - 224 o Operations Plan
 - 225 o Violation History
 - 226 o Capacity Guarantee
 - 227 o Facility Location (distance in miles from Shoreway facility)
- 228 5. Exceptions and Alternatives
- 229 6. Proposed Contract Pricing

230

231 The SBWMA may request "Best and Final" offers based on improved understanding of the
232 offers or changes in the scope of services to be provided. The SBWMA, at its sole option, will
233 select the proposal which best fulfills the requirements and provides the best value to the
234 SBWMA and its residents.

235 Processors should note that the SBWMA may modify the evaluation criteria and the evaluation
236 process at its discretion until such time as the proposals have been received.

237

Section 5

Proposal Forms

5.1 PROPOSAL FORMS

The SBWMA will receive written and sealed proposals to furnish all labor and equipment to provide the services as required in this RFP.

Forms A through I on the following pages are the required forms that must be completed as part of the Proposal. The forms are set up **with expandable text boxes** to allow Processors to input their information directly into Forms A – J. Questions that are not applicable should be included and marked “Not Applicable.”

The purpose of the forms contained herein is not intended in any way to limit the type, quality or quantity of data and information supplied by the Processor. Required Forms not completed in full may result in disqualification.

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Form A
PROCESS INTEGRITY RULES

The South Bayside Waste Management Authority's pledge is for the procurement process for Recyclable Material Processing Services to be open, objective, carefully monitored, and understandable to all. The following rules will be adhered to and enforced.

UNTIL THE SBWMA BOARD EXECUTES THE PROCESSING SERVICE AGREEMENT(S), ALL CONTACT BETWEEN PROCESSORS AND THE SBWMA RELATED TO THE RFP SHALL BE THROUGH HILARY GANS or KEVIN MCCARTHY. ALL INTERACTION SHALL BE IN WRITING, EITHER BY MAIL OR BY E-MAIL. THE ADDRESS AND FAX NUMBER ARE:

Hilary Gans
Facility Operations Contract Manager
South Bayside Waste Management Authority
610 Elm Suite #202
San Carlos, CA 94070
Phone: (650) 802-3500
Fax: (650) 802-3501
hgans@rethinkwaste.org

Any attempt to contact or interact with any Board Member of the SBWMA for the purpose of influencing the selection process will be grounds for disqualification from the selection process.

All communications between the SBWMA and a participant, along with the related responses, will be transmitted simultaneously to all participants.

Any participant who fails to recognize or utilize this process of communication will be notified of its violation and may be subject to disqualification from the selection process at the sole discretion of the SBWMA.

All participants must acknowledge and sign this statement as part of the RFP process. A **COPY** of this statement must be submitted with your proposal.

On behalf of my company, I understand and accept the rules established in this statement

Company Name: _____

(Print or Type)

Representative: _____ Title: _____

(Print or Type)

Signature _____ Date: _____

(Sign in Ink)

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Form B
PROCESSOR'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Processor):

Principal Business Address:

2. Principal Contact Person(s):

Name: _____ Phone Number: _____

3. Form of Business Concern:

Corporation Partnership Joint Venture Other _____

4. Provide names of partners or offices as appropriate and indicate if the individual has the authority to sign in name of Processor. Provide proof of the ability of the individuals so named to legally bind the Processor.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

Form C			
Processor Pricing - Processor Awarded <u>All</u> Recyclable Streams			
<u>Recyclable Material Streams</u>	<u>(a)</u> <u>Material</u> <u>Purchase Price</u> <u>Per Ton</u>	<u>(b)</u> <u>Processing</u> <u>Cost</u> <u>Per Ton</u>	<u>(c)</u> <u>Net</u> <u>Revenue</u> <u>Per Ton</u> <u>= (a) - (b)</u>
Commercial Mixed Fibers / Containers	\$ /ton	\$ /ton	\$ /ton
Residential Mixed Fibers	\$ /ton	\$ /ton	\$ /ton
Residential Mixed Containers (includes scrap and CRV value)	\$ /ton	\$ /ton	\$ /ton
Residential Single Stream – Residential Mixed Fibers and Mixed Containers (transported and delivered to Processor together)	\$ /ton	\$ /ton	\$ /ton

Notes:

- a) **Material Purchase Price** is the value of commodities provided per ton for each Recyclable Material Stream. The Material Purchase Price will be adjusted each month according to the Monthly indexing Model, Exhibit 4, and Monthly Indexing Model. Exhibit 3, Monthly Indexing Model provides a sample of how the Monthly Indexing is applied to the Purchase Price. CRV values shall be adjusted per any change in state law or regulation during the term of the Processing Agreement.
- b) **Processing Cost** is the cost per ton to process each Recyclable Material Stream. The proposed Processing Cost per ton for each stream will be maintained throughout the contract term, with no adjustments.
- c) **Net Revenue** is the difference of the Material Purchase Price and the Processing Cost. The Net Revenue will vary each month based on the monthly adjusted Material Purchase Price.
- d) The Material Purchase Price for material with Fiber will be adjusted monthly based on the sample shown in Exhibit 3, Monthly Indexing Model Example and Exhibit 4, Monthly Indexing Model.
- e) This Form is used for providing Pricing for a Processor that is able to accept all recyclable material generated from the Shoreway facility. Processor interested in all material shall provide Pricing for all recyclable streams listed above. If a Processor is only interested in specific streams, use Form D.
- f) For the Residential Streams the SBWMA would either designate separate Residential Mixed Fiber Stream and separate Residential Mixed Container Stream or a Residential Single Stream Option (mixing both the Residential Fiber and Residential Container streams).
- g) *The residual rate has been less than 5% over several years. The proposed pricing will include disposal of such residual material.*
- h) The SBWMA does not guarantee material volumes or specific percentage of material streams. It is the responsibility of the Processor to evaluate the data provided and make any assumptions in providing pricing to

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the SBWMA.

Form C
Processor Pricing - Processor Receiving All Recyclable Streams

Processor notes and further explanations:

Form D			
Processor Pricing - Processor Awarded Only <u>One</u> Recyclable Stream			
<u>Recyclable Material Streams</u>	<u>(a)</u> <u>Material Purchase Price</u> <u>Per Ton</u>	<u>(b)</u> <u>Processing Cost</u> <u>Per Ton</u>	<u>(c)</u> <u>Net Revenue</u> <u>Per Ton</u> <u>= (a) – (b)</u>
Commercial Mixed Fibers / Containers	\$ /ton	\$ /ton	\$ /ton
Residential Mixed Fibers	\$ /ton	\$ /ton	\$ /ton
Residential Mixed Containers (includes scrap and CRV value)	\$ /ton	\$ /ton	\$ /ton
Residential Single Stream – Residential Mixed Fibers and Mixed Containers (transported and delivered to Processor together)	\$ /ton	\$ /ton	\$ /ton
Notes:			
<p>a) Material Purchase Price is the value of commodities provided per ton for each Recyclable Material Stream. The Material Purchase Price will be adjusted each month according to the Monthly indexing Mode, Exhibit 4, and Monthly Indexing Model. Exhibit 3, Monthly Indexing Model provides a sample of how the Monthly Indexing is applied to the Purchase Price. CRV values shall be adjusted per any change in state law or regulation during the term of the Processing Agreement.</p> <p>b) Processing Cost is the cost per ton to process each Recyclable Material Stream. The proposed Processing Cost per ton for each stream will be maintained throughout the contract term, with no adjustments.</p> <p>c) Net Revenue is the difference of the Material Purchase Price and the Processing Cost. The Net Revenue will vary each month based on the monthly adjusted Material Purchase Price.</p> <p>d) The Material Purchase Price for material with Fiber will be adjusted monthly based on the sample shown in Exhibit 3, Monthly Indexing Model Example and Exhibit 4, Monthly Indexing Model.</p> <p>e) This Form is used for providing Contract Pricing for each designated stream. Processor shall provide Contract Pricing for designated streams of interest, in which they may only receive one stream. Processors may provide pricing for one or all streams, but note that the SBWMA may award each stream separately to different Processors.</p> <p>f) For the Residential Streams the SBWMA would either designate a separate Residential Mixed Fiber Stream and a separate Residential Mixed Container Stream or a Residential Single Stream Option (mixing both the Residential Fiber and Residential Container streams).</p>			

<p style="text-align: center;">Form D Processor Pricing - Processor Awarded Only One Recyclable Stream</p>
<p>Processor notes and further explanations:</p>

Form E Material Transfer Pricing	
Proposed Transfer Price from the Shoreway facility to the Proposers Processing Facility	
Contract Transfer Pricing	\$ _____ / load
Miles from Shoreway facility to Proposed Processing Facility:	_____ miles
Tractor and Trailer Types:	
Cubic Yard Capacity:	_____ cubic yards
Payload Capacity:	_____ tons
Tractor Dimensions (width, length, height):	_____ feet
Trailer Dimensions (width, length, height):	_____ feet
Notes:	
<p>a) Please describe the load-out methodology that is assumed by the Proposer; either by use of the transfer station tunnels or by top-loading with a wheel loader. Please ensure any proposed vehicles are able to access and use the transfer station tunnel and load-out ports. The SBWMA encourages each Processor to test trucks and ensure the appropriate equipment. Contact the SBWMA to arrange specific site visits and tests of existing equipment.</p> <p>b) The SBWMA estimates an average of 14-16 tons per load between trailer loads of mixed fibers and mixed containers, or approximately 16-17 truck loads per day. This estimate is not a guarantee of service or weight.</p> <p>c) Proposer's transfer trucks must have a minimum cubic yard capacity of 100 cubic yards and payloads of up to 23 tons.</p> <p>d) Processor shall provide transportation pricing and details above. If transportation is selected to be conducted by the Processor, payment for services will be made for all trucking on a monthly basis.</p>	

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Form F
PROCESSING FACILITY

(Provide One Form Per Facility Site)

- | | | |
|----|---|-------------------------|
| 1. | Name of Processing Facility..... | _____ |
| 2. | Location of Processing Facility..... | _____ |
| 3. | Processor's role in the Processing Facility..... | _____ |
| 4. | Other contracting parties that will be processing / sorting materials | _____ |
| 5. | Name, telephone number and address of Processing Facility owner..... | _____

_____ |
| 6. | CIWMB Permit Type & Number (if any)..... | _____ |
| 7. | Local Land-use Permit Number (if any)..... | _____ |

	<u>Existing Volumes Accepted at Facility</u>	<u>Current Volume Accepted at Facility</u> <u>tons per month (tpm)</u>
8.	Single Stream Recyclables	_____
9.	Source Separated Mixed Fiber Materials	_____
10.	Source Separated Mixed Rigid Containers Materials	_____
11.	Other: _____	_____
12.	Number of Shifts currently operating	_____
13.	Facility Design Capacity	_____
14.	Facility Permitted Capacity	_____

Section 5

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Form G
ALTERNATIVE PROCESSING FACILITY

(Provide One Form Per Facility Site)

- | | |
|--|-------------------------|
| 1. Name of Processing Facility..... | _____ |
| 2. Location of Processing Facility..... | _____ |
| 3. Processor's role in the Processing Facility..... | _____ |
| 4. Other contracting parties that will be processing / sorting materials | _____ |
| 5. Name, telephone number and address of Processing Facility owner..... | _____

_____ |
| 6. CIWMB Permit Type & Number (if any)..... | _____ |
| 7. Local Land-use Permit Number (if any)..... | _____ |

<u>Existing Volumes Accepted at Facility</u>	<u>Current Volume Accepted at Facility</u> <u>tons per month (tpm)</u>
8. Single Stream Recyclables	_____
9. Source Separated Mixed Fiber Materials	_____
10. Source Separated Mixed Rigid Container Materials	_____
11. Other: _____	_____
12. Number of Shifts currently operating	_____
13. Facility Design Capacity	_____
14. Facility Permitted Capacity	_____

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Form H

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted by Processor as a part of this proposal:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said Processor; that Processor has not directly or indirectly entered into any agreement, express or implied, with any Processor or Processors, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or Processors, the parceling or farming out to any Processor or Processors or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the Processor has not been a party to any collusion among Processors in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any state official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between Processors and any South Bayside Waste Management Authority or Member Agency official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the Processor/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the South Bayside Waste Management Authority or Member Agencies directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

Executed under penalty of perjury on this _____ day of _____, 2009 at _____.

SIGNED BY: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2009 at _____.

Notary Public

My Commission expires:

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Form I
RFP EXCEPTIONS

Processors are to prepare the Rate Proposal Forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the Processor takes exception to the RFP specifications they may set forth those exceptions in the following manner.

- The exceptions are to be presented on a separate paper titled, "Form I - Exceptions to Proposal Specifications".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes related to the exception, the manner in which the proposed change would benefit the SBWMA, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the Processor in this RFP, that would take place if the exception was accepted by the SBWMA.
- The exceptions must be followed with the following language without exception.
"Except as set forth above, Processor is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP. The Processor assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the RFP under whatever circumstances may develop other than as herein provided."
- The form must be signed by an individual authorized to commit the Processor's firm to a contract with SBWMA in the manner set forth below.

Signature _____ Name (typed) _____

Title _____ Date _____

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

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Form J
PRICE PROPOSAL
SUMMARY AND SIGNATURE

In preparing the Rate Proposal Forms, Processors should be aware of the following:

The Undersigned hereby certifies as follows:

That _____ has/have personally and carefully examined the specifications and instructions for the work to be done as set forth in Sections 1 – 5 of this RFP.

That _____ has/have made examination of the services as applicable to the Proposal, and fully understand the character of the work to be done.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the RFP, at the service rates set forth on the Rate Proposal Forms as set forth in Form C:

PROCESSOR _____

President/Partner/Owner _____

Secretary _____

Firm Name _____

Individual: Partnership: Joint Venture

Corporation _____, A _____ Corporation (State of Incorporation)

Date _____

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the SBWMA as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the SBWMA as part of the proposal.

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