



City of Pleasanton

Request for Proposals

For Recyclable Materials Post-Collection Processing Services



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ANNOUNCEMENT

regarding

CITY OF PLEASANTON RFP

FOR RECYCLABLE MATERIALS POST-COLLECTION PROCESSING SERVICES

General Information and Key Proposal Considerations

The City of Pleasanton ("City") is requesting proposals for the following services:

1. Recyclable Materials Processing Services

Obtaining Access to the RFP Package:

All Request for Proposal ("RFP") materials are available through the City's RFP website at: www.cityofpleasantonca.gov/business/bids. Each proposer must request that it be placed on the RFP Distribution List in order to receive future correspondence and announcements related to this RFP. Proposers must email said request to the City of Pleasanton at wasteandrecycling@cityofpleasantonca.gov.

Proposer Questions and City Responses:

All proposer questions must be submitted in writing via email to the City of Pleasanton, at wasteandrecycling@cityofpleasantonca.gov, by the date identified in Table 1. Proposer questions and the City's responses will be issued as addenda, without identifying the party submitting the question.

Receiving RFP Package Addenda and Other Updates:

Individuals on the RFP Distribution List (that have provided complete and accurate contact information) will receive email notification of the issuance of addenda, or of any other updates to the RFP Package. All relevant documents will be posted to, and will be solely available on, the City's RFP website.

It shall be the Contractor's responsibility to check the City's website to obtain any addenda that may be issued by City Staff. If an addendum is added, it must be submitted with the Bid Response Package, with signature acknowledgement of any changes. Failure to do so will be deemed a non-responsive bid submittal.

Proposal Submittal

All proposals must be received by **2:00 p.m. on November 8, 2024**. Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt. Proposers shall email, mail, or hand-deliver proposal packages to:

City Clerk's Office
City of Pleasanton
wasteandrecycling@cityofpleasantonca.gov
123 Main Street
P.O. Box 520
Pleasanton, CA 94566-0802
ATTN: Recyclable Materials Post-Collection Processing Proposals

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1. Agreement for Recyclable Materials Processing and Diversion Services
2. Rate Proposal Form
3. Secretary’s Certificate
4. Non-Collusion Affidavit
5. Iran Contracting Certification
6. Draft PGS Public Education and Outreach Plan (Exhibit C of PGS Collection Agreement)

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SECTION 1 - INTRODUCTION

The City of Pleasanton (“City”) is seeking proposals from companies for the following services:

1. Recyclable Materials Processing Services

Proposers are invited to propose on the service listed above. For the purposes of this Request for Proposal (“RFP”), “Recyclable Materials Processing Services” means Recyclable Materials Post-Collection Processing Services. Proposers are required to provide stand-alone pricing for the service it proposes.

This RFP is being issued by the City in order to receive proposals from companies that wish to be considered as the future contractor for Recyclable Materials Processing Services. The City will not be soliciting proposals for collection services, organics materials processing services, or solid waste disposal through this RFP.

The City reserves the right to contract with a proposer for the requested Recyclable Materials Processing Services. The City also reserves the right to not award any contract as a result of this RFP process. Additional City rights and RFP conditions are described in Section 4.

The City’s goal for the Recyclable Materials Processing Services requested through this RFP process is to obtain cost effective processing services at environmentally compliant facilities that can serve the City for a minimum of four (4) years, through the end of the current collection term with Pleasanton Garbage Service (“PGS”), and potentially up to five (5) additional years at the City’s discretion, unless the City is otherwise unable to secure transfer under a new collection agreement. If a contractor is selected through this Post-Collection Recyclable Materials Processing Services RFP process, services may commence as early as July 1, 2025.

1.1 About the City

The City maintains an exclusive solid waste, recycling, and organics collection franchise agreement with PGS to provide all residential and commercial collection services, including the collection of solid waste, recyclable material, green waste, and food scraps from residential and commercial accounts. The City will not be soliciting proposals for organics materials processing services or solid waste disposal through this RFP. The City encompasses a population of approximately 75,900 people. PGS currently provides collection services to approximately 20,000 residential accounts and 3,000 commercial and roll-off accounts.

The City’s goals for the future Recyclable Materials Processing Agreement(s) (“Processing Agreement”) include:

- Cost-effectively supporting the recyclable materials diversion program in the City;
- Identifying new technologies and programs and assessing their ability to reach a high diversion goal;
- Developing a process for adjusting the materials recycled during the future franchise period to realize diversion benefits, respond to market conditions, and avoid significant rate increases;
- Entering into a cooperative relationship between the City, Pleasanton Garbage Service, and the processing contractor to balance market dynamics while achieving diversion goals; and,
- Securing long-term arrangements for Recyclable Materials Processing Services, for a minimum of four (4) years and potentially up to nine (9) years.

1.2 RFP Overview

The City initiated this RFP process to identify viable, cost-effective recyclable materials processing options that may result in the selection of a contractor to provide future Recyclable Materials Processing Services. The City is requesting proposals from companies for Recyclable Materials Processing Services at facilities that are currently permitted, operational, and have the capacity to accept and process material collected from residents and businesses by the City’s franchise collection contractor. The City will also consider proposals for services provided at facilities currently under development, provided that they have completed CEQA processes and can be reasonably expected to receive all necessary permits and accept materials prior to the City’s anticipated commencement date.

For recyclable materials processing services, the City places a high priority on selecting a company that provides the following:

- Adequate, permitted capacity and a guarantee to the City that sufficient capacity will be available for a minimum of four (4) years and potentially up to nine (9) years;
- Demonstrated track record operating the permitted processing site as evidenced by regulatory compliance records; and,
- Willingness to accept the draft Agreement for Recyclable Materials Processing and Diversion Services (Attachment 1) in substantially the form proposed.

The City anticipates that this procurement process will involve soliciting and evaluating proposals, selecting the future contractor, and executing a contract with the selected contractor for commencement of Recyclable Materials Processing Services as early as July 1, 2025.

1.3 RFP Schedule

The key activities and completion dates for the RFP process are provided in Table 1.

**Table 1
RFP Process Schedule**

| ACTIVITY | COMPLETION DATE* |
|--|------------------------------|
| City releases RFP for Post-Collection Processing Services | September 16, 2024 |
| Mandatory pre-proposal meeting | September 24, 2024 |
| Final date written questions will be accepted from proposers | September 30, 2024 |
| Proposers submit proposals | November 8, 2024 |
| Evaluation team seeks clarification from proposers, as needed, and may conduct interviews with one or more proposer(s) | November – December 2024 |
| City may engage in negotiations with one or more proposers(s) | December 2024 – January 2025 |
| City may enter into Processing Agreement with a selected proposer | February 2025 |
| If Processing Agreement is executed, contractor commence services | July 1, 2025 |

* Note that the City may modify this schedule as needed.

SECTION 2 - BACKGROUND

This Section presents a brief overview of the City's current collection, transfer, processing, and disposal services; recyclable materials tonnage data; and a description of programs and policies that may impact the future tonnages requiring processing.

2.1 Current Collection, Transfer, Processing, and Disposal Services

Pursuant to Section 9.20.020 of the City of Pleasanton Municipal Code, residents and businesses are required to receive garbage collection services. Currently, Section 9.20.020 of the Municipal Code states: "Each and every 'residential unit,' 'commercial unit' and 'industrial unit,' as defined in Section 9.20.010 of this chapter, shall have solid waste, recyclable materials and organics service by the collector with a collection contract entered into pursuant to Section 9.20.100 of this chapter. To provide such service, the city may grant a franchise for the exclusive right to collect, transport, dispose of and recycle, as applicable, solid waste, recyclable materials and organic waste produced and accumulated within the limits of the city as provided in this chapter."

The City has contracted with PGS for solid waste services since 1969. In 2018, the City Council approved a Collection Agreement with PGS ("Collection Agreement") for solid waste, recyclable materials, and organic materials collection, and solid waste disposal and organics material processing and services. The City anticipates separately contracting for Recyclable Materials Processing Services, and may do so as a result of this RFP process. PGS will retain responsibility for managing the disposal of solid waste, processing of organic materials, and transfer of collected recyclable materials. Therefore, PGS will be responsible for delivery of collected recyclable materials to the selected processing facility.

Table 2 summarizes the current collection services provided by PGS. Table 3 summarizes the parties involved in the City's current transfer, processing, and/or disposal services.

More information regarding the current collection and diversion programs can be found on the City's website at <http://www.cityofpleasantonca.gov/resident/recycling/default.asp> and <https://www.cityofpleasantonca.gov/business/commercial-garbage-recycling/>.

The selected proposer will be responsible for accepting, processing, and marketing all recyclable materials collected through the programs identified in Table 2.

RFP for Recyclable Materials Post-Collection Processing Services

Table 2
Summary of Current Collection Services

| Service | Single-Family | Multi-Family | Commercial |
|---|---|---|--|
| <p align="center">Solid Waste</p> | <ul style="list-style-type: none"> • Weekly, curbside collection • 35-or 96-gallon carts | <ul style="list-style-type: none"> • At least weekly collection; up to six days per week • 35-or 96-gallon carts, cubic yard bins, drop boxes, or compactors | <ul style="list-style-type: none"> • At least weekly collection; up to six days per week • 35-or 96-gallon carts, cubic yard bins, drop boxes, or compactors |
| <p align="center">Recyclable Materials</p> | <ul style="list-style-type: none"> • Weekly, curbside collection • 96-gallon cart standard | <ul style="list-style-type: none"> • At least weekly collection; up to five days per week • 64-or 96-gallon cart, bins, drop boxes, or compactors | <ul style="list-style-type: none"> • At least weekly collection; up to five days per week • 64- or 96-gallon cart, bins, drop boxes, or compactors |
| <p align="center">Mixed Organic Materials (Yard Trimmings and Food Scraps)</p> | <ul style="list-style-type: none"> • Weekly, curbside collection • 96-gallon cart standard, 64-gallon cart available in place of 96-gallon cart at no fee upon request • Curbside holiday tree pickup at no cost | <ul style="list-style-type: none"> • At least weekly collection; up to five days per week • 64-, or 96-gallon cart, bins, drop boxes, or compactors • Drop-off location holiday tree collection at no cost | <ul style="list-style-type: none"> • At least weekly collection; up to five days per week • 64-, or 96-gallon cart, bins, drop boxes, or compactors |

RFP for Recyclable Materials Post-Collection Processing Services

| Service | Single-Family | Multi-Family | Commercial |
|--------------|---|---|--|
| Other | <ul style="list-style-type: none"> • Three (3) on-call curbside pickups per year of five (5) cubic yards for Bulky Items, Solid Waste, Recyclable Materials, and/or Yard Trimmings at no charge • Used Motor Oil and Filters picked up curbside once per week from Single-Family Customers upon request when placed in a Used Oil Recovery Kit provided by the Contractor • HHW drop-off at Alameda County HHW facility • Household batteries drop-off at various locations • E-waste on-call pickups at approved rates or drop off of E-Waste and U-Waste at Pleasanton Transfer Station at no charge | <ul style="list-style-type: none"> • Three (3) on-call bulky clean-up services per year, plus one (1) additional on-call clean-up event per every ten (10) dwelling units per complex at no charge. • Used Motor Oil and Filters picked up once per week from Multi-Family Customers upon request when placed in a Used Oil Recovery Kit provided by the Contractor • E-waste on-call pickups at approved rates or drop off of E-Waste and U-Waste at Pleasanton Transfer Station at no charge | <ul style="list-style-type: none"> • E-waste on-call pickups at approved rates or drop-off of E-Waste and U-Waste at Pleasanton Transfer Station at no charge |

**Table 3
Summary of Current Post-Collection Services**

| Material Stream (Collector) | Transfer Station (Facility Owner) | Processing Or Disposal Facility (Facility Owner) |
|--|---------------------------------------|---|
| Residential Solid Waste (PGS) | The Pleasanton Transfer Station (PGS) | Vasco Road Landfill (Allied Waste Services) |
| Residential Recyclable Materials (PGS) | Direct Haul | The Pleasanton Transfer Station (PGS) |
| Residential Organics (including yard trimmings, and food scraps) (PGS) | The Pleasanton Transfer Station (PGS) | Recology Blossom Valley Organics Composting Facility (Recology) |
| Commercial Solid Waste (PGS) | The Pleasanton Transfer Station (PGS) | Vasco Road Landfill (Allied Waste Services) |

| Material Stream (Collector) | Transfer Station (Facility Owner) | Processing Or Disposal Facility (Facility Owner) |
|-------------------------------------|---------------------------------------|---|
| Commercial Recyclable Materials | Direct Haul | The Pleasanton Transfer Station (PGS) |
| Commercial Organic Materials* (PGS) | The Pleasanton Transfer Station (PGS) | Recology Blossom Valley Organics Composting Facility (Recology) |

** Commercial Organic Materials are currently commingled with Residential Organic Materials.*

Under the Collection Agreement, PGS is also required to provide public education and outreach services, which are designed to reduce contamination, and increase diversion of recyclable and organic materials. An excerpt of PGS’s Draft Public Education and Outreach Plan is included as Attachment 6 to this RFP. PGS is also required to comply with a load inspection program to identify and avoid collection of hazardous waste.

2.2 Historical Tonnage Data

PGS provided Table 4, which shows the weight of recyclable materials by commodity for the past five years. The City believes this information to be reasonable, but does not warrant nor accept responsibility for its accuracy.

Table 4
Material by Commodity
(Weight in Pounds, Unless Otherwise Stated)

| | ALUM | GLASS | PET | HDPE | TIN | CBOARD | MPAPER | TOTAL | TOTAL TONS |
|--------------|---------------|------------------|----------------|----------------|----------------|------------------|------------------|-------------------|--------------|
| 2019 | | | | | | | | | |
| Jan | 4,762 | 286,546 | 18,328 | 17,996 | 24,824 | 184,138 | 506,279 | 1,042,873 | 521.437 |
| Feb | 2,528 | 197,698 | 12,246 | 15,432 | 15,636 | 151,339 | 331,493 | 726,372 | 363.186 |
| March | 3,956 | 209,934 | 16,400 | 19,222 | 14,032 | 166,911 | 356,637 | 787,092 | 393.546 |
| April | 4,078 | 195,390 | 23,522 | 16,634 | 19,854 | 153,231 | 356,010 | 768,719 | 384.360 |
| May | 4,084 | 212,588 | 20,420 | 20,460 | 18,508 | 198,130 | 492,006 | 966,196 | 483.098 |
| June | 4,870 | 214,872 | 20,438 | 19,230 | 15,392 | 179,793 | 444,048 | 898,643 | 449.322 |
| July | 5,058 | 226,743 | 21,508 | 18,208 | 18,572 | 184,667 | 444,046 | 918,802 | 459.401 |
| August | 7,470 | 206,904 | 19,402 | 23,116 | 21,562 | 197,768 | 483,224 | 959,446 | 479.723 |
| Sept | 5,930 | 179,026 | 18,442 | 19,458 | 13,928 | 188,386 | 431,404 | 856,574 | 428.287 |
| Oct | 5,610 | 210,414 | 23,490 | 20,616 | 21,480 | 194,631 | 418,658 | 894,899 | 447.450 |
| Nov | 4,426 | 199,730 | 19,468 | 19,428 | 18,522 | 194,224 | 401,223 | 857,021 | 428.511 |
| Dec | 3,024 | 226,509 | 24,540 | 18,018 | 21,510 | 198,232 | 397,467 | 889,300 | 444.650 |
| Total | 55,796 | 2,566,354 | 238,204 | 227,818 | 223,820 | 2,191,450 | 5,062,495 | 10,565,937 | 5,283 |

| | ALUM | GLASS | PET | HDPE | TIN | CBOARD | MPAPER | TOTAL | TOTAL TONS |
|--------------|---------------|------------------|----------------|----------------|----------------|------------------|------------------|-------------------|--------------|
| 2020 | | | | | | | | | |
| Jan | 5,828 | 269,580 | 23,558 | 23,156 | 13,314 | 214,972 | 475,673 | 1,026,081 | 513.041 |
| Feb | 4,808 | 210,670 | 18,808 | 17,824 | 16,682 | 175,513 | 325,478 | 769,783 | 384.892 |
| March | 8,366 | 237,894 | 20,236 | 20,560 | 19,812 | 209,607 | 396,559 | 913,034 | 456.517 |
| April | 9,414 | 256,456 | 21,192 | 23,430 | 18,330 | 201,893 | 327,899 | 858,614 | 429.307 |
| May | 5,274 | 275,556 | 18,870 | 20,810 | 21,386 | 204,206 | 333,305 | 879,407 | 439.704 |
| June | 8,608 | 269,938 | 19,878 | 22,176 | 18,188 | 229,921 | 400,874 | 969,583 | 484.792 |
| July | 7,952 | 268,674 | 28,778 | 23,360 | 22,730 | 240,112 | 401,664 | 993,270 | 496.635 |
| August | 10,536 | 211,528 | 21,276 | 19,578 | 19,626 | 191,812 | 332,675 | 807,031 | 403.516 |
| Sept | 7,376 | 235,320 | 26,836 | 24,714 | 22,484 | 214,384 | 357,889 | 889,003 | 444.502 |
| Oct | 8,756 | 249,864 | 25,646 | 25,740 | 18,166 | 230,031 | 358,668 | 916,871 | 458.436 |
| Nov | 7,420 | 228,258 | 22,010 | 21,968 | 20,920 | 207,256 | 361,673 | 869,505 | 434.753 |
| Dec | 4,926 | 229,909 | 22,524 | 16,916 | 18,760 | 201,641 | 333,477 | 828,153 | 414.077 |
| Total | 89,264 | 2,943,647 | 269,612 | 260,232 | 230,398 | 2,521,348 | 4,405,834 | 10,720,335 | 5,360 |
| 2021 | | | | | | | | | |
| Jan | 8,282 | 237,274 | 29,474 | 24,554 | 23,334 | 237,574 | 396,258 | 956,750 | 478.375 |
| Feb | 9,822 | 241,136 | 26,172 | 22,156 | 18,566 | 196,076 | 253,428 | 767,356 | 383.678 |
| March | 10,938 | 285,842 | 26,324 | 24,570 | 20,046 | 218,552 | 247,232 | 833,504 | 416.752 |
| April | 8,450 | 274,574 | 26,938 | 23,534 | 16,964 | 225,560 | 259,570 | 835,590 | 417.795 |
| May | 4,502 | 214,055 | 26,191 | 17,487 | 17,259 | 210,567 | 418,518 | 908,579 | 454.290 |
| June | 7,754 | 288,406 | 33,104 | 20,976 | 19,986 | 241,122 | 380,617 | 991,965 | 495.983 |
| July | 4,914 | 271,872 | 29,980 | 19,920 | 19,934 | 262,234 | 361,930 | 970,784 | 485.392 |
| August | 7,660 | 243,970 | 27,558 | 19,812 | 15,524 | 265,685 | 323,101 | 903,310 | 451.655 |
| Sept | 7,260 | 301,964 | 26,190 | 18,442 | 15,540 | 251,199 | 290,006 | 910,601 | 455.301 |
| Oct | 5,532 | 274,892 | 24,654 | 22,344 | 17,016 | 238,159 | 265,551 | 848,148 | 424.074 |
| Nov | 13,912 | 243,282 | 22,040 | 21,164 | 20,102 | 261,951 | 291,845 | 874,296 | 437.148 |
| Dec | 9,786 | 293,498 | 26,052 | 20,948 | 18,484 | 292,773 | 325,982 | 987,523 | 493.762 |
| Total | 98,812 | 3,170,765 | 324,677 | 255,907 | 222,755 | 2,901,452 | 3,814,038 | 10,788,406 | 5,394 |

RFP for Recyclable Materials Post-Collection Processing Services

| | ALUM | GLASS | PET | HDPE | TIN | CBOARD | MPAPER | TOTAL | TOTAL TONS |
|--------------|---------------|------------------|----------------|----------------|----------------|------------------|------------------|-------------------|--------------|
| 2022 | | | | | | | | | |
| Jan | 6,732 | 272,496 | 24,712 | 18,408 | 17,050 | 256,575 | 288,725 | 884,698 | 442.349 |
| Feb | 4,354 | 239,316 | 21,856 | 17,104 | 17,040 | 205,539 | 245,556 | 750,765 | 375.383 |
| March | 6,688 | 299,622 | 30,116 | 19,884 | 18,018 | 218,226 | 305,485 | 898,039 | 449.020 |
| April | 6,402 | 229,406 | 23,222 | 19,704 | 16,878 | 242,013 | 292,049 | 829,674 | 414.837 |
| May | 6,346 | 260,236 | 24,616 | 22,346 | 13,910 | 262,004 | 339,502 | 928,960 | 464.480 |
| June | 8,400 | 243,776 | 32,788 | 19,700 | 18,452 | 252,339 | 313,871 | 889,326 | 444.663 |
| July | 3,350 | 260,364 | 29,976 | 14,446 | 13,838 | 239,133 | 290,367 | 851,474 | 425.737 |
| August | 6,288 | 279,768 | 32,506 | 19,658 | 16,738 | 263,984 | 323,696 | 942,638 | 471.319 |
| Sept | 5,482 | 237,140 | 27,204 | 15,656 | 12,106 | 236,444 | 298,876 | 832,908 | 416.454 |
| Oct | 7,293 | 305,496 | 29,844 | 15,670 | 16,646 | 259,549 | 274,898 | 909,396 | 454.698 |
| Nov | 12,670 | 272,930 | 25,730 | 24,882 | 16,738 | 241,813 | 271,998 | 866,761 | 433.381 |
| Dec | 7,458 | 292,498 | 24,410 | 14,256 | 15,684 | 244,422 | 256,807 | 855,535 | 427.768 |
| Total | 81,463 | 3,193,048 | 326,980 | 221,714 | 193,098 | 2,922,041 | 3,501,830 | 10,440,174 | 5,220 |
| 2023 | | | | | | | | | |
| Jan | 3,750 | 310,222 | 28,598 | 17,040 | 15,768 | 246,682 | 259,626 | 881,686 | 440.843 |
| Feb | 7,066 | 261,042 | 24,374 | 14,408 | 15,880 | 196,521 | 189,001 | 708,292 | 354.146 |
| March | 4,570 | 270,544 | 27,090 | 16,994 | 15,702 | 223,438 | 214,703 | 773,041 | 386.521 |
| April | 3,404 | 244,000 | 28,472 | 12,900 | 12,580 | 187,570 | 190,956 | 679,882 | 339.941 |
| May | 3,186 | 258,872 | 27,038 | 17,004 | 17,250 | 221,185 | 231,893 | 776,428 | 388.214 |
| June | 4,120 | 279,142 | 28,468 | 16,970 | 15,716 | 245,125 | 268,395 | 857,936 | 428.968 |
| July | 2,632 | 235,560 | 28,492 | 15,682 | 14,192 | 230,268 | 281,022 | 807,848 | 403.924 |
| August | 5,796 | 280,504 | 35,325 | 16,968 | 15,552 | 235,312 | 298,720 | 888,177 | 444.089 |
| Sept | 6,860 | 263,148 | 27,110 | 16,938 | 14,204 | 205,054 | 270,827 | 804,141 | 402.071 |
| Oct | 9,072 | 280,676 | 28,406 | 18,300 | 15,698 | 214,019 | 288,965 | 855,136 | 427.568 |
| Nov | 13,314 | 262,668 | 21,722 | 18,290 | 17,304 | 217,014 | 283,004 | 833,316 | 416.658 |
| Dec | 10,206 | 274,966 | 23,156 | 15,678 | 17,106 | 195,415 | 241,328 | 777,855 | 388.928 |
| Total | 73,976 | 3,221,344 | 328,251 | 197,172 | 186,952 | 2,617,603 | 3,018,440 | 9,643,738 | 4,822 |

2.3 Diversion & Future Impacts on Recyclable Materials Processing

Table 5 shows the City's waste disposal rates for 2020 to 2023 based on annual reports submitted to CalRecycle.

Table 5
Historical Disposal Rates

| Year | Annual Disposal Goal 10.0 ppd (pounds per person per day) | Annual Disposal Goal 11.6 ppd (pounds per employee per day) |
|------|---|---|
| 2020 | 6.4 | 7.9 |
| 2021 | 5.8 | 7.7 |
| 2022 | 5 | 6.2 |
| 2023 | 6.2 | 7.6 |

The future diversion level and disposal tonnage quantities will change over the term of the Processing Agreement in response to various factors. Factors include, but are not limited to:

1. The implementation of programs/policies as needed to assist the City in reaching compliance under new regulations;
2. The state of the economy;
3. Diversion programs/policies of the City, the City's franchise hauler, the State, the County, others;
4. The number of residents and the number and type of businesses;
5. Participation level of residents and businesses in various diversion programs;
6. Rate setting practices for collection services;
7. Changes in markets; and,
8. Changes in technology.

Given the number of factors and the unpredictable nature of each factor, the City cannot precisely predict the annual tonnages of recyclable materials that will need to be processed over the next four (4) to nine (9) years' time frame.

Proposers should note that the draft Processing Agreement includes a process by which the selected contractor may revise the list of materials required to be marketed (in other words, the materials the selected contractor would be prohibited from disposing), due to extended or permanent commodity market conditions.

SECTION 3 – REQUESTED POST-COLLECTION PROCESSING SERVICES

This Section provides a description of the post-collection processing services solicited through this RFP.

3.1 Scope of Services

At the proposer's option, the proposer may offer:

1. Residential and Commercial Processing Services. Proposers may offer Recyclable Materials Processing Services for the purposes of receipt and processing of the City's collected recyclable materials.

The City reserves the right to select a company's Recyclable Materials Processing Services proposal. The City also reserves the right not to award any Processing Agreement as a result of this RFP process.

3.1.1 Recyclable Materials Processing Services

The City is seeking proposals that offer processing of all recyclable materials collected from residential and commercial customers in the City. The recyclable materials will be commingled by the customer. The processor will be responsible for receiving the materials, processing the materials, preparing materials for market, and marketing and selling the materials.

The list of materials currently accepted in the City's recyclable materials collection program include: newspaper; cardboard; mixed color paper; white paper, junk mail; magazines; telephone books; paper bags; cereal and food boxes; egg cartons; plastic bottles and containers labeled #1-7; plastic milk containers; detergent containers; clear, brown, and green food and beverage container glass; aluminum, steel, and tin cans; food cans; empty aerosol cans; pie tins; and other materials having economic value, as determined by the City. The City intends to change its accepted recyclable materials, based on the results of this RFP process, and in accordance with SB 54, and SB 343.

At a minimum, the proposers must target the following materials for recovery: All of the materials from CalRecycle's December 2023 Covered Materials Category (CMC) List that are designated as "potentially Recyclable", plus tin/steel/bi-metal containers and cans, category ID's M6N, and M7P. See the Covered Materials Category List linked on this webpage: <https://calrecycle.ca.gov/packaging/packaging-epr/>.

Note that this CalRecycle list may change over time and the City will update its minimum targeted materials to match the current list (plus tin/steel/bi-metal containers if they are still not included). Proposers may propose to recover additional materials (beyond those listed above).

The City is interested in entering into a Processing Agreement to secure sufficient capacity for residential and commercial recyclable materials collected by PGS, the City's franchised collection contractor. The processor needs to guarantee capacity to receive the City's recyclable materials through the duration of the term, and guarantee that residual material equals no more than 10% of the recyclable material.

If the proposed recyclable materials processing facility is not within fifteen (15) miles for collection vehicles, a proposal offering Recyclable Materials Processing Services is not required to present a proposal

for transfer services, since the City will require PGS to deliver recyclable materials to the selected processing facility by way of the Pleasanton Transfer Station.

The City requires that all recyclable materials collected in the City be marketed for recycling or reuse in such a manner that materials shall be considered as diverted in accordance with the State regulations. All residual material from the processing activities that is not marketed for use shall be accounted for as disposal tonnage at a permitted disposal site. No recyclable materials shall be transported to a domestic or foreign location if it is intended for disposal.

3.2 Agreement for Materials Processing and Diversion Services

The City has provided a draft Agreement for Recyclable Materials Processing and Diversion Services as Attachment 1 for the proposers' consideration. It describes the term of the Processing Agreement, detailed performance requirements and standards, contractor's compensation and the annual rate adjustment method, dispute resolution, indemnification, insurance, performance assurances, defaults and remedy provisions, termination rights, reporting obligations, and other provisions. If there are differences between the description of Recyclable Materials Processing Services described in this RFP and the draft Processing Agreement, the terms and conditions in the Processing Agreement prevail.

If the City chooses to enter into a Processing Agreement with a company, the draft Agreement for Recyclable Materials Processing and Diversion Services provided herein will be used as the basis for the agreement.

SECTION 4 - RFP CONDITIONS AND PROPOSAL SUBMITTAL

4.1 Rights Reserved by the City

The City reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP process:

- Award an agreement for Recyclable Materials Processing Services proposed through this RFP;
- Take no action on proposals received and thus not award any Processing Agreement;
- Withdraw this RFP entirely;
- Withdraw this RFP, and reissue at a later date;
- Issue subsequent RFP(s) for the same, similar, or related services at a later date;
- Issue addenda and amend the RFP and terms of the Processing Agreement;
- Request additional information and/or clarification from proposers;
- Extend the deadline for submitting proposals;
- Allow for the timely correction of errors and waive minor deviations;
- Reject proposals that do not fully comply with the requirements detailed in this RFP, its attachments, addenda, or clarifications;
- Reject incomplete proposals; proposals containing errors, inconsistencies, false, inaccurate, or misleading information; proposals submitted after the deadline; and/or, proposals with other process or content errors or deficiencies;
- Reject a proposal that is given the highest quantitative scoring in the evaluation process (if a scoring process is used) if it is not in the best interest of the City and its residents and businesses;
- Award the Processing Agreement to a proposer based on a combination of its qualitative and quantitative attributes;
- Award the Processing Agreement to a proposer without further discussion or negotiation;
- Award the Processing Agreement to a proposer whose facility has completed CEQA processes and can be reasonably expected to receive all necessary permits;
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others;
- Negotiate changes to the terms and conditions of the Agreement;
- Negotiate with selected contractor for a later, and/or flexible commencement date;
- Amend the City Municipal Codes, Planning and Zoning Code, Design Standards and Guidelines and make other changes to policies; and,
- Take other actions the City deems is in the best interest of its residents and businesses.

4.2 General RFP Agreements

Any company which owns (or has a relationship to) a recyclable materials processing facility, and is interested in being considered for the provision of processing services in response to this RFP, must submit its proposal for processing services in response to this RFP. The City intends to select the service provider from those proposing through this RFP process.

This RFP shall not be construed by any party as an agreement of any kind between the City, its contractor, and other parties.

This RFP does not obligate the City to accept any proposal, negotiate with any proposer, award a Processing Agreement, or proceed with the development of any project or service described in response to this RFP. The City has no obligation to compensate any proposer for its expense of preparing its proposal and participating in this procurement process.

Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this RFP and Processing Agreement, including all addenda or amendments issued by the City as per the schedule provided in this RFP, with the exception that proposers may take exceptions to the RFP and Processing Agreement in accordance with Section 5.6 of this RFP. Submittal of a proposal signifies proposer's commitment to provide the proposed services, if selected. Proposals may not be altered after submittal, except in response to the City's request for clarification.

All aspects, conditions, and components of proposals submitted, including rate proposals, shall be valid for one (1) year from the date of submittal. In the event the City does not enter into a Processing Agreement for Recyclable Materials Processing Services within one (1) year of the proposal submittal date, proposers will be under no obligation to uphold the aspects, conditions, and components described in their proposals.

The City shall have the right (but not the obligation) to perform a review of any or each proposer's ability to perform the work required. Each proposer must agree to cooperate with such a review. Such cooperation by proposer shall apply to the verification of proposer's capability and experience in the provision of Recyclable Materials Processing Services, the permit and regulatory status of the proposed recyclable materials processing facilities, and any other component of work that may be required under this procurement.

The City, or its consultants, may conduct reference checks on proposers that may involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in oversight of proposers' facilities. In addition, the City or its consultants may research proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, and recycling history. The proposer's submission of a proposal shall constitute an agreement to cooperate with the City's review.

4.3 Proposal Submittal Process

Companies submitting proposals to the City shall follow the procedures described in this Section and the procedures included in subsequent clarifications or addendums to this RFP that are issued by the City or its consultant.

4.3.1 Step One – Register with BidNet Direct

Each proposer must register with BidNet Direct to gain access to view, download, and/or respond to this RFP issued by the City. Registration is free and can be completed on the City's website at:

<https://www.bidnetdirect.com/california/cityofpleasantonca>

It is the responsibility of each prospective bidder to download and print all bid documents, including any addenda, and to verify the completeness of their printed bid documents before submitting a bid. The City does not warrant, represent, or guarantee the accuracy or completeness of any bid documents and/or

information retrieved from other sources. The City is not responsible for any loss or damage, including, but not limited to, time, money, nor goodwill arising from errors, inaccuracies or omissions in any bid documents and/or information obtained from other sources. It is each prospective bidder's responsibility to check these sites through the close of bids for any applicable addenda or updates.

4.3.2 Step Two – Register for Correspondence, RFP, and Announcements

Each proposer must request to be placed on the RFP Distribution List in order to receive future correspondence and announcements related to this RFP. Proposers that fail to register may be excluded from this RFP process. Proposers must email said request to:

Email: wasteandrecycling@cityofpleasantonca.gov

The City is the designated point of contact for this RFP process. All questions and communications regarding the RFP should be directed to the email listed above.

4.3.3 Step Three – Attend Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held virtually from 10:00 a.m. to 11:00 a.m. on Tuesday, September 24, 2024. This will provide an opportunity for potential contractors to ask specific questions about the services and request clarification on any concerns. It is mandatory for at least one representative from each prospective bidder to attend the pre-proposal meeting. Failure to attend will result in disqualification from participating in the bidding process. Proposers may join the virtual meeting using the following link: https://cityofpleasanton.zoom.us/webinar/register/WN_tUPYO3MDQ1aB-RpLxIPetQ

4.3.4 Step Four – Submission of Written Questions

The City directs proposers to submit all questions and requests for information in writing via email directly and refrain from contacting City employees or elected officials. Therefore, any questions, requests for clarification, or requests for additional information regarding this RFP must be submitted in writing via email to the City at the email address listed in Section 4.3.2 on or before September 30, 2024. Written requests for clarifications will be responded to in writing and shared with all interested proposers of record.

4.3.5 Step Five – Proposal Submittal

Proposer may submit its complete proposal by email, mail, or hand delivered. If submitting by mail or hand delivered, proposer shall submit two (2) bound double-sided copies of its complete proposal. In addition, an electronic storage device or memory stick containing a PDF of the proposal shall be submitted. These items shall be placed and submitted in a sealed package. Proposals must be printed on 8½ inch by 11 inch paper with 100% post-consumer recycled-content paper. All pages shall be consecutively numbered; although, each section may start with a new page number if proceeded with the section number (e.g., Page 2-1 for the first page of Section 2).

The package shall be clearly labeled:

PROPOSAL FOR THE CITY OF PLEASANTON POST-COLLECTION RECYCLABLE MATERIALS PROCESSING SERVICES

Name of Proposer: _____
 Address: _____
 Contact Person: _____
 Telephone Number: _____
 E-mail: _____

The proposal may be mailed or hand delivered to:

City Clerk’s Office
 City of Pleasanton
 123 Main Street
 P.O. Box 520
 Pleasanton, CA 94566-0802
 ATTN: Recyclable Materials Post-Collection Processing Proposals

The proposal may be emailed to:

Email: wasteandrecycling@cityofpleasantonca.gov

All proposals must be received by **2:00 p.m.** on **November 8, 2024**. Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt.

It is the responsibility of the bidder to ensure that the complete bid package is received by the City Clerk’s office by the deadline and time. All bid packages received after the deadline will be returned to the bidder and the bid will not be considered.

4.3.6 Step Six – Clarification of Proposal Information

Proposer may be asked to clarify information through written communications, interviews, or site visits of each proposer’s recyclable materials processing facility. This clarification process may involve requesting that the proposer demonstrate its environmental and regulatory compliance procedures and records. The clarification process may be performed or supported by the City’s consultants.

4.3.7 Schedule

The timeline for proposal submittal, evaluation of proposals, and contract negotiations is summarized in Table 1 in Section 1.

SECTION 5 – PROPOSAL SUBMITTAL REQUIREMENTS

This Section includes the required proposal outline and a description of the specific information proposers must include. Proposer must provide the information identified in this Section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

5.1 Proposal Outline

Proposer shall present its proposal in accordance with the outline provided in Table 6. Items that are not required elements of the proposal are noted as “Optional.” At proposer’s option, proposer may include additional information, data on other relevant topics, or more detail on the information requested herein that is relevant to the proposal. Any additional information shall be included as attachments to the proposal.

Table 6
Proposal Outline

| | |
|-------------|--|
| i. | Title Page |
| ii. | Cover/Transmittal Letter |
| iii. | Table of Contents |
| 1. | Company Description |
| 2. | Recyclable Materials Processing Services |
| 3. | Environmental Considerations (<i>Optional</i>) |
| 4. | Acceptance of RFP and Processing Agreement for Materials Processing and Diversion Services |
| 5. | Rate Proposal Form |
| 6. | Other Proposal Forms |
| | A. Secretary’s Certificate |
| | B. Non-Collusion Affidavit |
| | C. Iran Contracting Certification Act |
| Attachments | Additional material may be included at proposer’s discretion (<i>Optional</i>) |

5.2 Cover/Transmittal Letter

The cover/transmittal letter shall identify the legal entity(ies) submitting the proposal and state whether each entity is a sole proprietorship, partnership, corporation, or joint venture. The cover/transmittal letter shall be signed by the designated representative authorized to bind proposer, as documented on the Secretary’s Certificate to be submitted in accordance with Section 5.7.1.

5.3 Company Description

5.3.1 Business Structure

In its proposal, proposer shall include the following items:

1. Identify the legal entity that would execute the Processing Agreement. State whether each entity is a sole proprietorship, partnership, corporation, or joint venture. Describe the relationship of the

RFP for Recyclable Materials Post-Collection Processing Services

proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before.

2. State the number of years the entity(ies) have been organized and doing business under this legal structure. Proposal must include the names of all companies (and executing entity's name if different than company's name), owners/stockholders with greater than a 10% holding, and creditors owed a debt greater than 10% of the company's total assets.

5.3.2 Key Personnel

Identify the name, title, and contact information of the following key personnel:

1. Person that will be the primary contact during negotiations of the Processing Agreement;
2. Person that will serve as the primary contact during the term of the Processing Agreement;
3. The recyclable materials processing site manager(s); and,
4. The regional general manager (or similar title).

5.3.3 Past Performance Record

1. Litigation and Regulatory Actions. Describe civil, legal, regulatory, and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past three years against key personnel, proposing entity, its parent company, and all subsidiaries owned by proposing entity.
2. Payment of Fines, Penalties, Settlements, or Damages. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, and/or damages of any kind paid by proposer, its parent company, and subsidiaries to public agencies in the past three years. For each payment, list the amount the company has paid, the name of the jurisdiction to which damages were paid, and the event(s) which triggered the damages. Identify what personnel and/or policy changes the company made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).
3. References. Provide references from at least three jurisdictions for whom proposer is providing services similar to those described in this RFP. Include the name, email address, and telephone number of each reference. Contractor shall be responsible for identifying references that will be cooperative with this process. Any reference that declines to comment or otherwise cooperate with the City's reference checks shall be determined a negative reference.

5.3.4 Financial Information

Submit the most-recently completed financial statements that agree to the entities federal tax returns for the legal entity(ies) that would execute the Processing Agreement. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards by an Accountant certified in the State of California. They shall include a statement by the chief financial officer (CFO) of the entity(ies) that there

has been no material adverse change in such condition or operations as reflected in the submitted balance sheet and income statements since the date on which they were prepared.

The proposer may submit an electronic version of the audited financial statements or may provide a website address linked to audited financial statements, if available on proposer's website. Copies of the statements do not need to be submitted with the proposal if an electronic copy is provided or web access is made available.

5.4 Recyclable Materials Processing Services

The following information is required for Recyclable Materials Processing Services proposal:

5.4.1 Processing Site Information

Provide the name, location, and description of the processing facility where recyclable materials will be handled; name of owner and operator of the facility; contact name and phone number of the site manager; description of processing methods; method of tracking tonnage if the facility is receiving tonnage from other jurisdictions; and, the current average monthly residue level of the processing site. Identify if the company that owns or operates the processing site is the same as the proposing entity, a related-party entity, or a subcontractor.

5.4.2 Permits and Regulatory Compliance

1. Provide contact names for the regulatory agencies that monitor the processing facility's compliance with applicable local, state, and federal laws and regulations. For each contact, provide the name of the regulatory agency and the contact person's name, title, and telephone number.
2. Provide a description of any notices of violation and/or enforcement actions or orders against the site and the status of each for the past five years.

5.4.3 Available Processing Capacity

Provide a written commitment guaranteeing capacity (on a daily basis) for the recyclable materials collected under the Collection Agreement throughout the term of the Processing Agreement. If the capacity that will be guaranteed to the City as described in the Processing Agreement relies on the expansion of/or development of a new facility, describe the expansion/development plans, additional capacity to be constructed, schedule for expansion/development, and permitting status of the expansion plan. If a proposed facility is not owned and operated by the proposer, the proposer shall include a letter of commitment from the facility owner/operator guaranteeing capacity.

5.4.4 Material Types and Specifications

Provide a list of acceptable recyclable material types and any specifications required.

5.4.5 Import Restrictions or Fees

List any import restrictions, taxes, or fees that will be applicable to the receipt of the City's recyclable materials. Discuss the ability of the host jurisdiction or state to increase or levy taxes, host fees, or other fees. If there is an import restriction on accepting materials from outside of the local jurisdiction, describe the process to have the import restriction waived.

5.4.6 Operations Restrictions

Provide hours of operations and any daily limitations on truck/trips.

5.4.7 Description of Operations and Products

Describe the type of facility (e.g., single-stream MRF, dual-stream MRF, mixed waste MRF, etc.), how that facility operates to maximize material recovery and minimize residue, and how that facility markets recyclable materials. Describe typical and worst-case turnaround times of vehicles (load checking programs, reporting, capabilities, etc.). Provide a list of the materials accepted and sold to markets by the facility from curbside recycling programs and commercial recycling programs. Describe the product(s) produced, marketing plans, and procedures by which materials will be evaluated to adjust the list of recyclable materials that may be delivered for recycling.

Provide your plan to address SB 54, including: a) a description of management of operations to respond to the dynamic changes in the material stream as the regulations are implemented; b) how changes to the accepted/prohibited materials list for the City's recyclable materials collection program may occur as a function of SB 54; c) what operational changes are anticipated to support the Producer Responsibility Organization ("PRO") in achieving the increased recovery rates required by the law; d) how proposer intends to ensure that the ratepayers are relieved of the obligations that SB 54 shifts to the producers/PRO; and, e) acknowledge that changes brought about by SB 54 are to be expected, and will not be considered changes in law. Describe how you would approach any request for an adjustment in compensation (increase) or respond to any City adjustment request (decreases) in the event that: 1) the PRO makes per ton payments to MRFs for commodities recovered; and/or, 2) the PRO provides capital investments that reduce operating costs or increase yield. Please note that any changes to the list of allowable recyclable materials as a result of any Extended Producer Responsibility Program ("EPR") will be handled as a change in scope and will be specifically precluded from being handled as a change in law, and to the extent that the proposer is already recovering a material at the time of proposal submittal, those materials will be excluded from consideration for additional compensation. Please see Article 2.3 of the attached draft Processing Agreement for change in scope methodology.

The City wishes to establish procedures in the agreement to add or subtract targeted recyclable materials in accordance with State statutes and regulations, to offer its customers collection services for any new covered materials, and to pass any financial savings from EPR programs on to its ratepayers.

5.4.8 Tipping Fee Price Per-Ton Proposal

Provide a proposed initial per-ton pricing for processing services, prior to deducting any assumed materials marketing revenue. PGS will pay the recyclable materials processor a per-ton tipping fee. This fee is intended to compensate the processor for recyclable materials processing and marketing costs and the disposal of any residue.

5.4.9 Materials Marketing Revenue Share

Include historical information on materials revenues received by proposer at its facility over the past several years and indicate how it relates to or supports the proposed revenue share arrangement. The recyclable materials processor will pay the City 95% of the recyclable materials revenue derived from the sale of the City’s recyclable materials. Payments from CalRecycle will also be included in the revenue share calculation. The recyclable materials processor will remit the revenue share to the City on a quarterly basis.

5.4.10 Process for Setting and Adjusting Tipping Fees and Recyclable Materials Revenue Sharing Calculation

Provide two distinct approaches for setting and adjusting tipping fees and recyclable materials revenue sharing calculation, clearly specifying:

| Option 1: Simple CPI Adjustment Methodology | Option 2: Cost-Based Adjustment Methodology |
|---|---|
| <p>Tipping Fee Adjustment:</p> <ul style="list-style-type: none"> • Tipping fees for rate year one are based on the contractor’s proposal. • Tipping fee calculations for subsequent rate years shall be adjusted annually, using a simple Costumer Price Index-based method. | <p>Tipping Fee Adjustment:</p> <ul style="list-style-type: none"> • Tipping fees for rate year one are based on the contractor’s proposal. • Tipping fee calculations for subsequent rate years shall be adjusted annually, using various cost categories through a combination of indices and operational results. |
| <p>Recyclable Materials Revenue Sharing Calculation:</p> <ul style="list-style-type: none"> • The revenue sharing calculation for rate year one will be based on data most recently available to the City. • Revenue sharing calculations for subsequent years shall be based upon using published recyclable materials market indices (secondarymaterialpricing.com). • For the purposes of calculating the revenue share, the tons of commodities sold will be determined using the City’s allocation of inbound tons of recyclable materials and the overall performance of the facility in terms of percentage of each commodity marketed. | <p>Recyclable Materials Revenue Sharing Calculation:</p> <ul style="list-style-type: none"> • The revenue sharing calculation for rate year one will be based on data most recently available to the City. • Revenue sharing calculations for subsequent years shall be based on the contractor’s actual revenues received from the sale of recyclable materials. • For the purposes of calculating the revenue share, verification of commodity distribution shall be conducted through a periodic characterization study, at least annually. |

5.4.11 Characterization Studies

Propose a material characterization study methodology that determines the capture rate for each targeted recyclable commodity. Proposer should expect to conduct such study at least once per year. The methodology must be mutually agreed upon by the City.

5.4.12 Residue Level (Diversion Performance) and Disposal

Detail a method for determining and tracking overall facility diversion rate and diversion rate for materials generated in the City Service Area, including initial disposal of unprocessed materials and the amount of residue from each individual processing line or processing stage. Proposer shall propose a residue guarantee percentage in accordance with Section 5.4.F of the draft Processing Agreement.

5.4.13 Assurances

Discuss the financial mechanisms that are in place at this time to effectively indemnify site users as described in the draft Processing Agreement.

5.5 Acceptance of RFP and Terms of Agreement

To provide proposer with a clear understanding of the roles, responsibilities, rights, and obligations of the contractor and the City, the draft Processing Agreement has been prepared and is included as Attachment 1. Proposer is required to review the Processing Agreement prior to submittal of its proposal to the City. The City expects the Processing Agreement will be executed by the selected contractor in substantially the same form as presented in Attachment 1. This review process allows the proposer to prepare the proposal and pricing for services with full consideration of its rights and obligations.

Proposer must describe in detail any proposed exceptions to the RFP and Processing Agreement. For each RFP exception, proposer shall identify the exception, explain its concern, and provide alternative language for City's consideration. To document proposer's exceptions to the Processing Agreement and proposed alternative language, proposer shall record its exceptions and proposed alternative language directly in an electronic version of the Processing Agreement and include a hard copy redline and strikeout version of the Processing Agreement in its proposal. Proposer shall also complete any information in the Processing Agreement that needs to be tailored to the company's proposal such as, but not limited to, the contractor's name, the guarantor's name, and the proposed facility. Each location in the Processing Agreement where proposer-specific information is to be inserted is identified with a note to proposer that provides instructions.

The City shall reserve the right to determine if the exceptions are reasonable.

The proposer shall acknowledge and accept all terms and conditions of this RFP for Recyclable Materials Processing Services, including, but not limited to, the rights reserved by the City and the general conditions identified in Section 4.

If the City chooses to enter into negotiations with a proposer, the noted comments and recommended alternative Processing Agreement language will serve as a starting point for discussion. With this understanding, the selected contractor may not initiate discussion related to Processing Agreement

language for which no exceptions were noted. The City may request the proposer to sign the Processing Agreement before City makes the final contractor selection.

5.6 Rate Proposal

Proposers shall complete the rate proposal form provided in Attachment 2. Each rate must be separated into two components: the contractor component and the government component. The contractor component shall cover all costs associated with owning, operating and maintaining the recyclable materials processing site, including all day-to-day operations; maintenance; environmental and regulatory monitoring and compliance. The government component shall reflect all per-ton rates assessed by various governmental or regulatory agencies, including state, local, and county enforcement agencies. These two components will be adjusted in accordance with procedures described in the attached Processing Agreement.

5.7 Other Proposal Forms

5.7.1 Secretary's Certificate

Each proposer shall complete and submit the Secretary's Certificate, Attachment 3, documenting the designated representative authorized to bind the proposing company.

5.7.2 Non-Collusion Affidavit

Each proposer shall complete and submit the Non-Collusion Affidavit, Attachment 4. The Non-Collusion Affidavit shall be signed by the designated representative authorized to bind the proposing company as documented on the Secretary's Certificate.

5.7.3 Iran Contracting Act Certification

Each proposer shall complete and submit the Iran Contracting Act Certification, Attachment 5. The Iran Contracting Act Certification shall be signed by the representative identified by the Secretary's Certificate.

5.8 Additional Information (Optional)

Additional information or data relevant to the proposal is optional and may be included by a proposer as an attachment(s) to the proposal.

SECTION 6 - PROPOSAL EVALUATION PROCESS

This Section describes the proposed process for evaluating proposals and selecting the recyclable materials processing contractor. Note that the City reserves the right to modify this process in any way and at any time during the RFP and contractor selection process.

6.1 Proposal Evaluation Process

An evaluation team will be assembled by the City, which will include City staff and possibly other persons qualified to assist with the review. The evaluation team will conduct an evaluation of the proposals and select a proposer. City staff, its consultant, and its attorney may enter into negotiations with the selected proposer. Lastly, the City may consider a negotiated Agreement, yet reserves the right not to award a Processing Agreement through this RFP process.

6.2 Evaluation Criteria

The potential factors that may be considered by the evaluation team when evaluating the Recyclable Materials Processing Services proposals include, but are not limited to, the items below. Some or all of these factors may be considered, and other factors not listed below may also be considered.

- Responsiveness to the RFP;
- Company qualifications, including reference checks;
- Processing facility considerations such as, but not limited to:
 - Facility Location and Accessibility – Reasonableness of site location and accessibility for the City’s franchisee’s collection vehicles from the route or transfer vehicles from the Pleasanton Transfer Station.
 - Operations – Reasonableness of operating plans (i.e., turnaround time of vehicles, load checking programs, reporting, etc.).
 - Facility Expansion or Development Plans (if any) – Reasonableness of any expansion plans and/or plans to develop a new facility (e.g., completed CEQA requirements but awaiting final approval of permits requiring only administrative processing) and the availability of a back-up facility. Impact on acceptance of tonnage if expansion delayed or impact on City if development of a new facility is delayed.
 - Permitted and Guaranteed Capacity – Adequacy of the capacity on a daily basis for the length of the contract.
 - Notice of Violations – Reasonableness of violations in the last five years.
- Environmental considerations;
- Acceptance of RFP and the terms of the Processing Agreement; and,
- Proposed processing rates.

Please note that for the purposes of evaluating the rate proposals, the City may develop its own estimation of the future tonnage levels and use its assumptions to compare one company’s rate proposal to other companies’ rate proposals. Furthermore, the City may estimate annual recyclable materials rate expenses and four-(4-) year and nine- (9-) year net present value of the contract. Furthermore, the City may estimate the cost of the collection, and/or transfer vehicles transporting materials to the recyclable materials processing facility and consider such cost in the evaluation of the proposed recyclable materials processing facility.

The City reserves the right to act in the best interest of the City, its residents and businesses, including the right to reject a proposal if the proposal is not in the best interest of its residents and businesses.

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ATTACHMENT 1
DRAFT AGREEMENT FOR RECYCLABLE MATERIALS PROCESSING
AND DIVERSION SERVICES

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**ATTACHMENT 2
RATE PROPOSAL FORM**

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ATTACHMENT 2 RATE PROPOSAL FORM

Proposer shall propose rates that will be valid from July 1, 2025 through June 30, 2026.

1. Recyclable Materials Processing Rates

If proposing Recyclable Materials Processing Services, proposer must complete this Section of the proposal form and shall present a processing rate and estimated revenue share.

**Table A: Processing Rate and Revenue Share for Recyclable Materials
(Valid July 1, 2025 through June 30, 2026)**

| RECYCLABLE MATERIALS PROCESSING SERVICES PROPOSAL | | | |
|---|----------|----------|---|
| | Option 1 | Option 2 | Notes |
| Contractor Component (\$/ton) | | | |
| Regulatory Fees & Taxes Component | | | |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| Subtotal Regulatory Component (\$/ton) | | | |
| Estimated 95% Materials Marketing Revenue Share on 5,000 tons (\$/annually) | | | Proposer shall indicate a value based on 5,000 tons annually, derived from the 5-year average of total historical tonnage data presented in Table 4 of this RFP, rounded to the nearest thousandth. |
| Assumptions | | | |
| 1. Residue Rate | | | Proposer shall indicate the assumed percentage of materials that are considered non-recyclable (residue) in calculating the value above. |
| 2. Revenue (\$/ton) | | | Proposer shall indicate the estimated revenue per ton of recyclable materials in calculating the value above. |
| 3. CRV (\$/ton) | | | Proposer shall indicate the estimated California Redemption Value (CRV) per ton for applicable materials in calculating the value above. |
| 4. Commodity Mix | | | Proposer shall indicate assumptions made surrounding the mix of recyclable commodities, reflecting historical commodity mix and expected fluctuations in calculating the value above. |

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**ATTACHMENT 3
SECRETARY'S CERTIFICATE**

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ATTACHMENT 3 SECRETARY'S CERTIFICATE

PROPOSAL FOR RECYCLABLE MATERIALS PROCESSING SERVICES FOR THE CITY OF PLEASANTON

I, _____, certify that I am the secretary
(Name of Secretary)
of the corporation named herein; that _____ who signed this
(Name of Person Signing Proposal)
Proposal on behalf of the corporation, was then _____ of
(Title of Person Signing Proposal)
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for
and on behalf of said corporation by authority of its governing body, as evidenced by the attached true
and correct copy of the _____.
(Name of Corporate Document)

By: _____ (signature)
Name: _____ (printed name)
Title: Secretary
Date: _____

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**ATTACHMENT 4
NON-COLLUSION AFFADAVIT**

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ATTACHMENT 4 NON-COLLUSION AFFIDAVIT

Proposer's Name _____

FOR: PROPOSAL FOR RECYCLABLE MATERIALS PROCESSING SERVICES FOR THE CITY OF PLEASANTON

Proposer declares under penalty of perjury under the laws of the State of California that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost or rate element of such proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

The above Non-Collusion Affidavit is part of the proposal. Signing this proposal on the signature page thereof shall also constitute signature of this Non-Collusion Affidavit.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

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ATTACHMENT 5
IRAN CONTRACTING CERTIFICATION

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ATTACHMENT 5 IRAN CONTRACTING CERTIFICATION

CONTRACTOR'S IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Contractor certifies that:

- (1) Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

_____ (Company Name)

By: _____ (Signature)

Name: _____ (Printed Name)

Title: _____

Date: _____

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ATTACHMENT 6
DRAFT PGS PUBLIC EDUCATION AND OUTREACH PLAN
(COLLECTION AGREEMENT)

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EXHIBIT C

PUBLIC EDUCATION PLAN

Contractor understands and recognizes the importance of effective public education and promotion as the key to helping Residents and businesses understand more about source reduction, reuse, Recycling, and other methods of Diversion. Such education is essential to minimizing contamination of Salvageable Materials. Contractor shall include the following services as part of its public education program. **All public education materials shall be approved by the City prior to distribution to Customers, publication, or issuance.**

1. STAFFING PLAN AND STAFF ROLES

To best achieve the highest possible level of public education and awareness, Contractor shall hire one Outreach Coordinator on a full-time basis (40 hours per week, 52 weeks per year) to supervise, coordinate and implement all public education and outreach activities in the City. This Coordinator shall serve the City exclusively; he/she shall serve no other Contractor-related operations. The Outreach Coordinator shall perform the following tasks:

A. Government and Community Relations

1. Serve as a liaison between the City and Contractor
2. Represent Contractor at City Council, City staff, and City strategy development meetings
3. Work with the City in partnership to develop and incorporate municipal activities into Contractor activities, and vice versa
4. Prepare proposals and presentations to City Council and City staff upon request
5. Participate and represent Contractor in community activities
6. Oversee customer satisfaction of all program services
7. Ensure compliance with City and regulatory agencies
8. Support local community service organizations as well as various local clean-up projects

B. Media Relations

1. Develop relationships with reporters: TV, radio, and newspapers
2. Track media coverage

C. Contract Compliance

1. Coordinate and produce annual education plan required by Section 5.17.2 of the Agreement
2. Coordinate implementation of the annual public education plan

3. Coordinate and produce monthly, quarterly, and annual reports required by Sections 6.3 of the Agreement

D. Outreach - Evaluate outreach programs for effectiveness

The Outreach Coordinator shall not work alone, but shall be head of an experienced team. This team shall consist of one half (0.5) full-time equivalent assistant.

The Outreach Coordinator and Contractor shall remain receptive to any additions, modifications or enhancements to the activities and obligations described in this Exhibit that the City Contract Manager or their designee believe would further progress in promoting Recycling education. However, such additions, modifications or enhancements shall not modify Contractor's obligation to achieve the Diversion Rates contained in Section 5.22 of the Agreement.

2. SINGLE-FAMILY EDUCATION PROGRAMS

A. Initial Public Education Activities

1. Within one (1) month of the Commencement Date of this Agreement, Contractor shall prepare and distribute a mailer to Single-Family Customers explaining any changes from the existing Collection programs to new programs; date of change, etc.

B. Continuing Programs Throughout Agreement

1. Prepare and maintain a "how-to" flyer describing how to prepare Recyclable and Organic Materials for Collection and describe the acceptable materials that can be included in the Recyclable Materials and Organic Materials Containers.
2. Prepare a "how-to" flyer describing the proper set out procedures for Collection Containers.
3. Visit homeowner associations or other groups to promote and explain the program, as requested by the associations or as scheduled by the City.
4. Prepare and distribute quarterly newsletters that creatively inform residents about such topics, as availability of three free on-call clean-up events, bulky item pick-ups, availability of Cart cleaning services, home Composting, proper handling of Household Hazardous Waste, E-Waste, and U-Waste, and environmental conservation.
5. Prepare and distribute annually a bill insert, brochure, and/or feature quarterly newsletter article describing how to prepare Recyclable Material for Collection. Contractor shall inform residents as to the acceptable materials that can be included in the Recyclable Materials Containers and any common contaminants to be excluded from Collection to customers.
6. Prepare and distribute annually a bill insert, brochure, and/or feature quarterly newsletter article describing how to prepare Yard Trimmings and Food Scraps for Collection. Contractor shall instruct Customers as to any necessary preparation of Yard Trimmings, such as the cutting of items, placement of materials outside a Container (provided such material is bundled in lengths less than five feet and bundles that weigh less than 30 pounds), provide tips for minimizing the "yuck" factor of Food Scraps Collection, and describe appropriate use and placement of Organic Materials Containers.

7. Supervise the design and production of four quarterly Single-Family bill inserts covering those educational and topical issues deemed appropriate by the City such as the semi-annual free drop-off events at the Approved Transfer Site, Food Scraps Collection, battery Recycling, holiday tree Recycling, etc.
8. Produce corrective actions notices for use in instances where the Resident sets out inappropriate materials.
9. Produce educational “Cart hangers” annually, the specifics of which shall be developed through meetings with City Contract Manager or their designee.
10. Two weeks prior to Christmas, provide written notification to each Single-Family Customer that Curbside Collection of holiday trees will occur during the first and second week beginning on the Monday following New Year’s Day in accordance with Section 5.4.3 of the Agreement.
11. On each bill, Contractor shall include a brief statement to Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, availability of Cart cleaning services, proper handling of Household Hazardous Waste, holiday tree Collection, etc.
12. Contractor shall promote the on-call clean-up service annually by preparing billing inserts to be included in each Single-Family Customer’s bill and by advertising in a minimum of two local newspapers as approved by the City.

3. MULTI-FAMILY EDUCATION PROGRAMS

A. Initial Public Education Activities

1. Within one (1) month of the Commencement Date of this Agreement, Contractor shall prepare and distribute a mailer to Multi-Family Customers explaining any changes from the existing Collection programs to new programs; date of change, etc.

B. Continuing Programs Throughout Agreement

1. Perform the same public education activities required in the programs for Single-Family Customers continuing activities as described above by preparing and distributing specially designed public education materials for Multi-Family residents with the exception of the following tasks which shall not be performed:
 - Prepare and distribute quarterly newsletters that creatively inform residents about such topics, as availability of three free on-call clean-up events, bulky item pick-ups, home composting, Household Hazardous Waste and E-Waste Collection event, and environmental conservation;
 - Prepare and distribute annually a bill insert, brochure, and/or feature quarterly newsletter article describing how to prepare Yard Trimmings and Food Scraps for Collection; and,
 - Two weeks prior to Christmas, announce to each Single-Family Customer that Curbside Collection of holiday trees will occur during the first or second week beginning on the Monday following New Year’s Day in accordance with Section 5.4.3 of the Agreement.

2. Visit apartment managers or home owners' association meetings or other groups to promote and explain the Collection programs throughout the term of the Agreement, as requested by the associations or as scheduled by the City.
3. Prepare annually public education material on Recycling and proper handling of Household Hazardous Waste, E-Waste, and U-Waste and distribute materials directly to tenants of Multi-family Premises. Contractor may arrange for distribution to each tenant unit a flyer, newsletter, door hanger, or other public education piece by coordinating with the Owner or property manager of the Premises; or the Contractor may provide an article that the Owner or property manager can place in the complex's newsletter (if applicable).
4. Conduct a site visit at least twice annually to meet with the property manager or owner for all Multi-Family Customers to promote Recyclable Materials and Organic Materials Collection, check adequacy of the level of Recyclable Materials and Organic Materials service, verify Container signage is adequate, and distribute public education materials and Personal Recycling Bins as needed by each Multi-Family Complex.
5. Prepare and distribute "move-in" kits for property managers and owners of Multi-Family complexes to provide new tenants. Move-in kits shall provide Recycling information and Contractor's Customer service phone number where questions can be answered.
6. Prepare and distribute at least two bill inserts annually for Multi-Family Owners and Property Managers that are each focused on a key subject (e.g. Recycling Procedures, free Recycling technical assistance, Bulky Item collection, handy hauler service, etc.).
7. Notify Owners and property managers at least two weeks before Christmas of the location and dates the holiday tree drop-off area will be available.
8. On each bill, Contractor shall include a brief statement to Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, proper handling of Household Hazardous Waste, holiday tree Collection, etc.

4. COMMERCIAL EDUCATION PROGRAMS

A. Initial Start-Up Public Education Activities

1. Within one (1) month of the Commencement Date of this Agreement, Contractor shall prepare and distribute a mailer to Commercial Customers explaining any changes from the existing Collection programs to new programs; date of change, etc.

B. Continuing Programs Throughout Agreement

1. Prepare and distribute a quarterly newsletter to all Commercial Customers promoting and explaining Recyclable Materials and Organic Materials Collection and Diversion programs, and identifying possible cost savings through participation in Recyclables and Organics programs. The newsletter shall be distributed to Commercial Customers at the same time bills are issued.
2. Prepare and distribute annually a brochure and/or feature a quarterly newsletter article promoting the Organic Materials Collection program. Contractor shall instruct Customers on how to prepare Food Scraps, and provide tips for minimizing employee training.

3. Prepare and distribute annually a brochure and/or feature a quarterly newsletter article promoting the free Recycling technical assistance offered by Contractor and the services of the Alameda County Waste Management Authority's StopWaste Partnership program.
4. Prepare brochures, flyers, and articles for the quarterly newsletter related to non-franchise-related programs such as source reduction, reuse and non-Contractor Recyclable Materials programs (e.g., green business recognition, Hazardous Waste management, buy-recycled policies, etc.). These materials shall be available upon request, and articles shall be published in the quarterly newsletter.
5. Conduct audits of Commercial Premises as required by Section 5.17.6 of the Agreement. Audits shall include:
 - Meeting with the Customer, Owner, property manager, and/or party responsible for the day-to-day operations of the on-site Commercial activities to discuss the Collection program options, review the types of materials generated, promote Diversion services, respond to questions, agree upon the appropriate Solid Waste, Recyclable Materials, and Organic Materials service levels, etc.;
 - Visual inspection of the types of Solid Waste, Recyclable Materials, and Organic Materials generated at the Premises and estimation of the appropriate level of service for Solid Waste, Recyclable Materials, and Organic Materials Collection service; and,
 - Distribution of public education materials, signage, and posters, to Customers at the time of the assessment or upon request.
6. Educate businesses about the Commercial Organic Materials program. The key components of the public education campaign shall be:
 - Placing Food Scraps presentation posters in highly trafficked areas in the City; and,
 - Producing and distributing periodically, but at Contractor's discretion not more than quarterly, newsletters or bill inserts that inform customers about the Commercial Organic Materials Program.
7. Develop and distribute a Recycling resource guide to provide vendors with names, numbers, and contacts for purchasing Recycled products, re-use donation locations, and other Recycling companies, to be updated annually.
8. Attend business association meetings to promote and explain the Collection programs throughout the term of the Agreement, as requested by the associations or as scheduled by the City.
9. Provide employee training to businesses that participate in Recyclable Materials and/or Organic Materials Collection programs, annually upon the Customer's request.
10. Develop and use a corrective actions notice for use situations where businesses set out inappropriate materials.
11. Notify all Commercial Customers in writing two weeks before the Christmas holiday of the dates, time, and places of the holiday tree drop-off area provided in accordance with Section 5.14.5 of the Agreement.

12. Assist the City with evaluating commercial program participation in conjunction with the StopWaste.Org audits.
13. On each bill, Contractor shall include a brief statement to Customers providing service-related announcements such as messages about new services, the on-call clean-up and Bulky Item pick-up services, proper handling of Hazardous Waste, holiday tree Collection, etc.

5. SCHOOL OUTREACH

Develop and implement a public school education curriculum to teach children, through classroom presentations, how to Recycle and Compost at school and at home.

6. ALL SECTORS

- A. Produce press releases, social media posts, and advertisements tied to specific community events at intervals determined by the City. Press releases shall be developed and reviewed by the City regarding new or enhanced services as needed. Advertisements shall be developed in conjunction with workshops, training programs, etc.
- B. Conduct educational tours of the Approved Recyclable Materials Processing Facility to familiarize residents, businesses, and school children with the facility's activities.
- C. Provide public education materials in English that address the multi-lingual diversity of the City by using visual images and English descriptions supplemented with text on the bottom of the public education document in different languages directing the non-English speaking Customers to telephone a Contractor-provided hotline for help in their native language. Upon City request, Contractor shall prepare up to four (4) public education documents annually in one or more languages and distribute the materials to Single-Family, Multi-Family, and Commercial Customers as specified by the City. Contractor shall arrange for review of the multi-lingual materials by a third party to verify the accuracy and appropriateness of the translations.
- D. Tailor promotional materials to characteristics and issues associated with particular neighborhoods or business types and distribute such materials to Customers in those neighborhoods or business types.
- E. Attend at least four community workshops to explain Collection services and respond to questions.
- F. Prepare and distribute presentation posters for distribution at local and well-trafficked public venues (Public Library, City Hall, Post Office, etc.).
- G. Develop and maintain a web site describing services provided in the City as required by Section 6.9.5 of the Agreement, and maintain a social media presence through no less than one (1) social media platform (e.g. Facebook).

7. SPECIAL EVENTS

- A. Arrange for and staff a booth or table at City events to promote source reduction, reuse, Recycling, Composting, and proper handling of E-Waste, U-Waste, and Hazardous Waste to and

answer questions about Collection services. At a minimum, Contractor shall provide this outreach service at four events annually to be determined with input from the City.

- B. Actively assist with City-sponsored events called for in Exhibit B of the Agreement
- C. Educate any event sponsor or venue organizer on the requirements of AB 2176 for large events and venues, which are required to comply with AB 2176, and assist the sponsor or organizer in preparation of a recycling plan, which shall include all information required by AB 2176.

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