CITY OF CALABASAS
AGREEMENT FOR ELECTRONIC WASTE COLLECTION
AND RECYCLING SERVICES

1. **Parties and Date.**

This Agreement is made and entered into this 21st day of September 2005 by and between the City of Calabasas, a municipal corporation of the State of California, located at 26135 Mureau, Calabasas, California 91302-3172, County of Los Angeles, State of California, (hereinafter referred to as “City”) and Envirocycle Inc. (dba: EVC-Envirocyle), a Corporation, with its principal place of business at 899 Assembly Place, Hallstead, PA 18822 (hereinafter referred to as “Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. **Recitals.**

2.1 **Contractor.**

Contractor desires to perform and assume responsibility for the provision of Electronic Waste Collection, Processing, Recycling and Disposal Services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Electronic Waste Services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 **Service.**

City desires to engage Contractor to render such services for the collection, processing, recycling and disposal of electronic waste (“E-Waste Services Project”) as set forth in this Agreement and in accordance with the attached proposal (Exhibit A).

3. **Terms.**

3.1 **Scope of Services and Term.**

3.1.1 **General Scope of Services.** Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional E-Waste Collection, Processing, Recycling and Disposal Services necessary for the Services. The Services are more particularly described in Exhibit “A” and Exhibit “B” attached hereto and incorporated herein by reference. If there is a conflict between this agreement and the Exhibits, the Exhibits prevail. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 **Term.** The term of this Agreement shall be from September 21st, 2005 to August 20th, 2006, renewable for a three (3) year period, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 **Responsibilities of Contractor.**

3.2.1 **Control and Payment of Subordinates; Independent Contractor.** The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this
3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared and executed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Greg Voohees, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff and City consultants at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a County of Los Angeles Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or
omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance. During the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

3.2.9.1 Minimum Requirements.

(A) Comprehensive General Liability coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

(B) Automobile Liability insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million Dollars ($1,000,000) per incident.

(C) Worker's Compensation insurance as required by the laws of the State of California.

3.2.9.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

3.2.9.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

3.2.9.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor’s expense, the premium thereon.

3.2.9.5 At all times during the term of this Agreement, Contractor shall maintain on file with City’s Public Works Director a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with City’s Public Works Director such certificate(s).
3.2.9.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverage’s.

3.2.9.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provision.

3.2.9.8 The insurance provided by Contractor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor’s insurance and shall not contribute with it.

3.2.9.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor’s employees, agents or subcontractors, from waiving the right of subrogation prior to loss. Contractor hereby waives all rights of subrogation against the City.

3.2.9.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

3.2.9.11 Procurement of insurance by Contractor shall not be construed as a limitation of Consultant’s liability or as full performance of Contractor’s duties to indemnify, hold harmless and defend under section 3.5.5 of this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, gang planks, confined space procedures, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Bonds.

3.2.11.1 Performance Bond. If specifically requested by City in Exhibit “B” attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.
3.2.11.3  **Bond Provisions.** Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.11.4  **Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:\VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3  **Fees and Payments.**

3.3.1  **Compensation.** The total compensation shall not exceed zero dollars ($0.00) without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be negotiated by the Parties.

3.3.3  **Reimbursement for Expenses.** Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4  **Extra Work.** At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Service, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4  **Accounting Records and Reports.**

3.4.1  **Records.** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred (material collected, processed and recycled in accordance with State of California regulations) under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the termination date of final payment under this Agreement.

3.4.2  **Report.** Contractor shall submit to City a monthly itemized statement which indicates quantity and type of e-waste collected.
3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been previously approved by the Public Works Director and adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**CONTRACTOR:**
Envirocycle, Inc. (dba: EVC-Envirocycle)
899 Assembly Place
Hallstead, PA 18822
Attn: Greg Voorhees - Chief Operating Officer

**CITY:**
City of Calabasas
26135 Mureau Road
Calabasas, CA 91302-3172
Attn: Environmental Services Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.4 Attorney’s Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts,
omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents or volunteers. Effect of Environmental Indemnification: This indemnity is intended to operate as an agreement pursuant to § 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, “CERCLA,” 42 U.S.C. § 9607(e), and California Health and Safety Code § 25364, to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, RCRA, other statutes or common law for any and all matters addressed in this Section 14 Subsection D above. This provision shall survive the expiration of the period during which services are to be provided under this Agreement.

Compliance with Laws: The Contractor warrants that he will comply with all applicable laws and implementing regulations related to the performance of contracted services, as they may be amended, specifically including, but not limited to RCRA, CERCLA, AB 939, SB 20 (regarding Universal Wastes) and all other applicable laws and regulations of the U.S. Environmental Protection Agency, the State of California, the California Integrated Waste Management Board, the California Department of Toxic Substances Control and all other agencies with jurisdiction.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.9 City’s Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Service.

3.5.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.11 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any
assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.19 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.20 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each
Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.21 **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 **Subcontracting.**

3.6.1 **Prior Approval Required.** Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

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<td>By: _____________________________</td>
<td>By: _____________________________</td>
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<td>Greg Voorhees</td>
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<td>Mayor</td>
<td>Chief Operating Officer</td>
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**ATTEST:**

| _____________________________ |
| _____________________________ |
| Gwen Peirce                | John Matthews |
| Assistant City Clerk       | Chief Executive Officer |

**APPROVED AS TO FORM:**

| _____________________________ |
| _____________________________ |
| Michael Colantuono          | |
| City Attorney               | |
EXHIBIT "A"

SCOPE OF SERVICES

CITY of CALABASAS

REQUEST FOR PROPOSALS

ELECTRONIC WASTE COLLECTION
PROCESSING AND DISPOSAL SERVICES

FOR
CALABASAS, CALIFORNIA

Released June 28, 2005
Proposals Due: July 19, 2005 by 12:00 pm

City of Calabasas
26135 Mureau Road
Calabasas, CA 91302-3172
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### APPENDICES

A Proposal Forms/Company Information

A: Business Term Exceptions to RFP and Proposal Requirements

B: Willingness to Accept Proposed Arrangements

C: Estimated Program Cost

D: RFP Process Integrity Rules
SECTION 1
GENERAL INFORMATION

The City of Calabasas (City) is seeking a qualified collector to provide residential E-Waste collection services at a designated drop-off location, maximum four times per annum (Feb, Apr, Aug, Oct), minimum two (2) event per annum. The City has prepared a scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual issues. Proposals are being solicited from qualified companies or from a group of qualified companies that form a teaming arrangement to provide services to the City. In the event a teaming arrangement is proposed, the companies should recognize that the team must be represented by a single prime contractor that will be responsible for entering into an agreement with the City and will serve as a primary contact and responsible party for the City and customers. Proposals shall be submitted in accordance with guidelines presented in this Request for Proposals and must, at a minimum, include the scope of services outlined in Section 3.3 of this RFP.

1.1 PROPOSAL CONSIDERATIONS

City’s Rights

The City’s rights include, but are not limited to, the following:

- Issuing addenda to the RFP, including extending or revising the time line for submittals.
- Withdrawing, reissuing or modifying the RFP.
- Requesting clarification and/or additional information from any Proposer at any point in the procurement process.
- Executing an Agreement with a Proposer on the basis of the original proposals and/or any other information submitted by the Proposers during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or any part of any proposals, waiving any requirements of the RFP, as may be deemed to be in the best interest of the City.
- Accepting and negotiating with more than one Proposer simultaneously for the services in City sole discretion.
- Accepting a proposal that may not offer the lowest cost but offers the best overall proposal based on the company’s qualifications, technical proposal, financial strength, willingness to accept contractual terms as well as its cost proposal.
- Discontinuing its negotiations after commencing negotiations with a selected Proposer, if progress is unsatisfactory in the sole judgment of the City, and commencing discussions with another qualified Proposer.

Proposer Responsibilities

It is the responsibility of each Proposer to do the following before submitting the proposal:

- Examine this RFP, including all enclosures and the Agreement, thoroughly.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP, including inspection of the City’s terrain, streets and alleys.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- Clarify, with the City, any conflicts, errors, or discrepancies in this RFP.
- Agree not to collaborate or discuss with other Proposers the content of the proposal or service fees proposed.
- Have no contact related to this proposal with City elected or appointed officials.
Before submitting a proposal, each Proposer will, at Proposers' own expense, make or obtain any additional examinations, investigations, and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance or furnishing of the project and that Proposer deems necessary to determine its proposal.

Consequence of Submission of Proposal

The submission of a proposal will constitute a binding representation and warranty by the Proposer that the Proposer has investigated all aspects of the RFP and its proposal; that the Proposer is aware of the applicable facts pertaining to the RFP process; its procedures and requirements; that the Proposer has read and understands the RFP and has complied with every requirement; that without exception the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the Agreement and such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the Agreement; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

The submission of a proposal shall not be deemed an agreement between the Proposer and the City. The proposal is a contractual offer by the Proposer to perform services in accord with the proposal. Specifically, the following provisions apply:

- The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- Acceptance of a proposal by the City obligates the Proposer to enter into good faith negotiations based on the proposal submitted and ultimately to enter into an Agreement with the City for the performance of the services chosen by the City in its sole discretion.
- The Agreement shall not be binding or valid against the City unless and until it is executed by the City and the selected Proposer, and the Proposer performance bond or other surety has been accepted by the City.

Proposal Costs

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

1.2 ORGANIZATION OF THE REQUEST FOR PROPOSAL

General information regarding the RFP purpose, process, schedule and summary of requested services are provided in this section. Section 2 contains background information, including demographics. Section 3 identifies RFP proposal requirements. Section 4 provides instructions for submitting responses to the RFP. Section 5 describes the evaluation process and criteria. The appendices contain additional information required for proposal preparation including the Agreement and rate proposal forms.

1.3 PROCUREMENT SCHEDULE

The City intends to adhere to the schedule provided in Table 1-1. This schedule may change at the City’s discretion.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>June 28, 2005</td>
</tr>
<tr>
<td>Last day to submit written questions</td>
<td>July 13, 2005</td>
</tr>
<tr>
<td>Proposal submission deadline</td>
<td>July 19, 2005 by 12:00 noon</td>
</tr>
</tbody>
</table>
1.4 SUMMARY OF REQUESTED SERVICES
The service level the City is requesting through this RFP process is listed below. These services must be included in any proposal in order for the proposal to be considered.

Residential Services Only
- Initial program start-up
- Collection and disposal/processing of E-Waste.
- Public education and outreach.
- City mailer

Customer Service
- Collection hours – Residential E-Waste/Recycling: All collections must be made between 8:00am and 5:00pm.

SCOPE of WORK
- Four collection events are to be scheduled per annum. One event in each of the following months: February, April, August and October. Maximum of 4 collections and a minimum of 2.
- Collection sites to be determined by the City of Calabasas.
- Collection, recycling and disposal of E-waste in accordance with regulations SB20 and SB50.
- Facility to be defined by the City at a future date and utilized for collection events.
- Public education materials on what can be brought to an event.
- Advertisement of events.
- Cost breakdown.

SECTION 2
BACKGROUND
This section includes background information that provides customer base information and waste quantity and disposal information. Please note that data provided is for informational purposes only. The City does not certify the accuracy of the information provided. Proposers should not rely on this section for developing proposals and service costs. Proposers are responsible for an independent assessment of the City’s needs and of the Proposer ability to provide services to meet those needs.

2.1 DEMOGRAPHICS
The City of Calabasas is located in Los Angeles County. The City’s population is approximately 20,033 within an area of approximately 12.9 square miles with approximately 7,426 housing units. The demographic information is based on the year 2000 estimates from the State Department of Finance, Demographic Research Unit. Presently, residents use the E-waste collection provided by the Los Angeles County. LA County provides one local round up at the Calabasas Landfill every June and in the one in the Malibu Civic Center every December. The residents are also able to participate in any other LA County round up that is held.
SECTION 3

PROPOSAL REQUIREMENTS

Proposers must provide all information requested in this section and additional response information requested in Section 4 as part of their proposal, including qualifications and disclosure information. Failure to provide all required information may be grounds for rejection of proposal. Proposers are to provide the requested information in the order as described below.

3.1 MINIMUM ENTRY QUALIFICATIONS

As described in Section 5.2, proposals will be reviewed to verify that the minimum entry criteria have been met. Failure to meet all minimum entry criteria will result in disqualification of the proposal, and no additional evaluation will occur. In the case of a teaming proposal, the prime contractor, who must be the E-Waste collector, must meet the minimum criteria. Proposers are to provide the following in the order listed below to demonstrate that they fulfill the minimum entry criteria:

- **Process Integrity Rules.** Proposers must communicate with the City regarding this RFP only by written correspondence, addressed to the Environmental Services Manager at the address set forth on Form D. Proposers may not contact any city employee or elected official in person or on the phone. Proposers must sign and submit Form D.

- **Size of Company.** Proposers must provide information demonstrating that they, including all corporate parents and subsidiaries, meet the following criteria: Currently provide E-waste collection to residential communities that total at least 18,000. Submittal must include City’s name, contact and telephone number, start and end date of contract.

- **Performance and Fidelity Bonds.** Proposers must provide evidence of the ability to post a performance bond of $500,000 should they be awarded the Agreement.

- **Insurance and Indemnification.** Proposers must provide evidence of the ability to procure the required insurances and indemnifications.

3.2 QUALIFICATIONS

In addition to demonstrating fulfillment of the minimum entry criteria, Proposers must include the following information in this order:

- **Teaming Arrangements.** If the responsibilities of the Agreement will be fulfilled by a team of two or more companies, Proposers must clearly identify the companies involved, the responsibilities of each, the legal relationship between the companies and the prior working relationship between the companies. Demonstrate the experience and technical strength for each team member.

- **Key Staff Person.** Proposers must identify and provide a resume for all the key staff that will be the primary contact and representatives for the company or entire team throughout the term of the Agreement. Updated on an annual basis.

- **Staff Responsibilities.** Proposers must provide names and resumes of principal officers, partners, or other officials of each company to perform significant, substantive responsibilities required under the Agreement. Clearly identify the names of individual(s) who will implement the Agreement and include resumes for each individual. (Include names, addresses, and telephone numbers.) Describe relevant technical experience of key personnel, their background in E-Waste, recyclables processing and marketing services, customer service, billing and public education.

- **References.** Proposers must provide a minimum of three (3) municipal clients that the City may contact to conduct a reference check. The Proposer must provide, or have provided, residential E-Waste recycling, and billing services to the municipal clients listed. Include the name, title, telephone number of the contract administrator for each municipal reference as well as the start and end date of the franchise.
Litigation History. Proposer must indicate whether any company, partner or subsidiary in this venture, subcontractor, or any corporate officer has voluntarily or involuntarily declared bankruptcy or has been involved within the past five years in litigation: arising out of performance of a E-Waste, collection contract or violation of environmental laws, regulations or permits; arising out of or connected with violation of state or federal antitrust laws; or arising from or connected with allegation of corrupt practices. Proposer must indicate whether any company, partner or subsidiary in this venture, subcontractor, or any corporate officer, has been notified of or been the subject of any enforcement action, order, decree, or notice of violation of any environmental laws, regulations or permits. Please fully explain all affirmative answers. Provide details of any past or pending litigation against the Proposer or its parent company or joint venture company (ies) by a governmental entity contracting with the Proposer or its parent for services relating to waste management, or against such a governmental entity by the Proposer or its parent company or joint venture company (ies). Failure to identify litigation history may result in disqualification of the proposal.

Conflicts of Interest. Proposers must warrant that no gratuities (in the form of entertainment, gifts, or otherwise) will be offered or given by Proposer, or any agent or representative of the Proposer, to any officer or employee, of the City in order to secure the Agreement or favorable treatment concerning the proposal process. The Proposer affirms and agrees that it will disclose and describe any relationship or arrangement with the City that could be deemed inconsistent with the Political Reform Act of 1974 (Government Code 81000 ET. Seq.) and Government Code Section 1090 et seq.

Statement of Financial Qualifications. Proposers shall provide a statement of financial qualifications. The City reserves the right to require submission by Proposer of a certifying opinion by a Certified Public Accountant with regard to the financial status of such Proposer, including ownership of or interest in equipment and facilities, prior to award of Agreement.

Exceptions to RFP Specifications and Willingness to Accept Business Provisions. Proposers must indicate all exceptions taken to business terms (e.g. non-service related standards and specifications) in this RFP in Form A. Proposers must indicate a willingness to accept the City's proposed business provisions by completing Form B.

3.3 TECHNICAL PROPOSAL

All Proposers must submit a baseline proposal that addresses the following scenario:

Residential E-Waste Collection: The standards and services described in Section 1.4 of this RFP. Proposers may submit one or more separate technical proposals (or optional program) that provides an enhanced level of service over that described in this RFP. The City will not, however, consider any proposal for lesser services than those described in the RFP. Such enhanced proposals must be clearly marked as such and must be a “stand alone” or complete proposal addressing all requirements of this RFP. The City’s objective is to select proven methods. Proposals applying commercially demonstrated and environmentally sound collection techniques are therefore encouraged. Projects relying on unproven technologies with little or no operational experience may be deemed unqualified by the City.

3.3.1 Technical Proposal for Electronic Waste Collection and Disposal

Collection Methods and Procedures. Provide a detailed description of the collection methods and procedures proposed for electronic waste including any instructions that must be conveyed to customers.

Contingency Plan. Describe plans to provide continued service in the event of equipment failures, other disruption or force majure.

Marketing Plan. Describe the marketing plan for recovered materials including, but not limited to, identification of specific markets, quality control, market contingencies and estimated revenues.

Contractor Availability. Describe the Contractor’s availability to provide services described in the Request for Proposal.
3.3.2 Technical Proposal for Disposal Services

- **Designated Disposal Facility.** Identify the name and location of the disposal facility (ies). Provide a description of the ownership of the facility and the business relationship the Proposer has with the owner. Identify what materials are to be disposed.

- **Contingency Plans.** Describe plans to provide continued service in the event of equipment failures, disposal facility closure, landfill closures or other disruption.

3.4 PROPOSAL ACCEPTANCE

The Proposer must provide a signed copy Appendix A, Form B, identifying any business terms contained in this RFP that the Proposer cannot or does not propose to meet. In addition, the Proposer shall indicate other provisions that the Proposer may require. Any exceptions or additions must be accompanied by proposed language as documented in Appendix A, Form A. Failure to comply with this requirement will result in disqualification.

3.5 SB20 and SB50 COMPLIANCE COMPONENTS

All Proposers must describe how they would ensure the City’s compliance with SB20 title and SB50 title.

All Proposers shall describe any violation your firm has received in the past three (3) years with respect to collection, transportation, and final disposal of Electronic Waste.

3.6 RATE PROPOSAL

The Proposer is required to submit its rate proposal using the forms provided in Appendix A. The rate proposal must be based on the technical component(s) of the proposal. All rate forms must be completed, and failure to do so will disqualify the proposal. A general description of each form is provided below.

The rates will be the Contractor’s sole compensation for services throughout the Agreement term with adjustments made annually for inflation. The rates will be applicable to servicing any number of customers, varying volumes of E-Waste and other approved changes in service conditions over the term of the Agreement.

In preparing costs, the Proposers should keep in mind the following considerations:

- Rates must include all service requirements.
- Proposed rates must include any and all taxes, fees, surcharges or other levies that may be applicable to Proposer collection, processing and disposal or related services.

Form C: Rate Summary and Estimated Annual Cost for Services

Proposers must submit summary costs, estimated and annual costs. Additional detail cost sheets may be submitted for clarification.

SECTION 4

PROPOSAL SUBMITTAL INSTRUCTIONS

The details of the RFP submission process and schedule are described below.

4.1 PROPOSAL PROCESS

After issuance of the RFP, prospective Proposers are not permitted to contact any employee or elected official with the City in regards to this procurement except as specified below. Any Proposer who fails to recognize or utilize the process of communication outlined herein will be notified of its violation of the process and will be disqualified from the RFP process.
Written Questions
Submit written questions and requests for clarification or additional information regarding the meaning or intent of the RFP content, its process and enclosures by 4:00 p.m. on xx/xx/xx to

CITY OF CALABASAS
ATTENTION: Alex Farassati
PUBLIC WORKS DEPT.
26135 Mureau Road
CALABASAS, CALIFORNIA 90302-3172
FAX NO. (818) 878-4225
E-MAIL: afarassati@cityofcalabasas.com

The City will not respond to questions received after 4:00 p.m., July 13, 2005.

Proposal Submission
Submit one (1) unbound original and four (4) double-sided copies of your proposal on recycled content paper to the City on or before 12:00 p.m. on July 19, 2005. Proposals must be sealed and marked “City of Calabasas E-Waste and Recyclables Collection Services Proposal.” Sealed proposals must be mailed or delivered to the City Clerk at the following address. Any enhanced services proposals Proposer may wish to submit must also be sealed and marked accordingly.

City Clerk
City of Calabasas
26135 Mureau Road
Calabasas, CA 91302-3172

Clarification/Interviews
Proposers may be asked to clarify proposal information through writing or interviews. The clarification period will begin when the proposals are submitted. The Proposer will be expected to prepare and make oral presentations or participate in interviews, if requested. If an interview is requested, the Proposer will be advised of the specific time and place.

4.2 RESPONSE CONTENT
All proposals must include the following:

- **Cover letter** (not exceeding four pages) providing:
  - Name, address, and telephone and fax number of applicant and key contact person.
  - Description of type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) submitting proposal.
  - Name of entity that would sign an Agreement if one is negotiated for this project.
  - A written statement warranting that the requirements of the project as described in this RFP, its enclosures, and all addenda, by listing all addenda and dates received hereto, have been reviewed and the Proposer has conducted all necessary due diligence to confirm material facts upon which the proposal is based.
  - A written statement acknowledging validity of the proposal contents, costs, and services fees for a period of 365 days after the submission deadline.
  - The cover letter must be signed by an officer or agent of the Proposer who is duly authorized to bind the Proposer. In signing the cover letter the Proposer agrees that the terms of both the technical proposal and the rate proposal as submitted by Proposer are firm for a period of 365 days from the proposal due date.
Executive summary (not to exceed five pages) that highlights the major elements of Proposer qualifications and proposal, including brief description of the proposed transition plan and schedule. All information should be provided in a concise manner.

Responses to all information requested in Section 3. Organize your responses into six components as outlined in Section 3 so that all requested information can be readily found. Include the following components: minimum entry qualifications, additional qualification information, technical proposal, agreement acceptance, AB 939 compliance, and rate proposal.

Additional information or data relevant to your qualifications or approach is optional and may be included in an appendix.

All pages of the proposal must be numbered for reference.

4.3 ACCURACY IN REPORTING REQUESTED INFORMATION

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the City’s sole discretion, grounds for removal of a proposal from further consideration. Should the company have been awarded any Agreement as a result of this RFP; such inaccurate or misleading information will be, at the City’s sole discretion, grounds for default.

SECTION 5
EVALUATION AND SELECTION

5.1 EVALUATION PROCEDURE

Proposals submitted by the Proposers will be judged through the evaluation process outlined in this section. It is intended that the selected Proposer will be chosen based on the outcome of this evaluation. The following evaluation and selection process will be used:

All Proposals received by the submission date as indicated in this RFP will be catalogued.

Proposals will be checked for meeting the minimum entry criteria. Proposals that do not meet the minimum entry criteria will be returned to the Proposer and will not be given further consideration.

Proposals that meet the Minimum Entry Criteria will be distributed to the City’s evaluation team for detailed evaluation. Proposer(s) may be asked to attend personal interviews to discuss their proposals and/or to provide additional information at the City’s request.

Based on the detailed evaluation, the evaluation team will prepare a scoring of the short-listed proposers and present its results to the City Council. The City Council will name one or more selected proposers and direct City staff to enter into negotiations with the Proposer(s) to provide the services considered in this RFP.

If for any reason during the course of negotiations with the selected Proposer the City determines that a reasonable Agreement cannot be negotiated, the City reserves the right to suspend negotiations with the selected Proposer, contact another qualifying Proposer and begin negotiations for the purpose of signing an Agreement with that selected Proposer. The City further reserves the right to enter simultaneous negotiations with two or more Proposers if reasonably competitive proposals are received.

It is the City’s intent to finalize negotiations with the selected Proposer in a timely manner once Council authorization to enter into negotiations is obtained. The City’s position on all the major service and contractual issues were thoroughly studied prior to issuance of this RFP. Resolution of those issues are represented in the RFP and accompanying Agreement.

5.2 MINIMUM ENTRY CRITERIA

Each Proposal will be reviewed to verify that all of the criteria as specified in section 3.1 have been met. Failure to meet all minimum entry criteria will result in disqualification of the proposal, and no additional
In the case of a teaming proposal, the company serving as prime contractor and providing E-Waste service must meet the minimum criteria.

5.3 EVALUATION AND SELECTION METHODOLOGY

The City Council has approved a set of evaluation criteria. The evaluation criteria are designed to evaluate proposals by considering all aspects that will impact the quality and level of service. Criteria were formulated to consider qualifications, technical, financial, contractual and cost factors of each proposal. Proposals should note that these five evaluation categories will be treated with equal weight by the evaluation team. The criteria to be used in the evaluation process are listed below. Following each criteria are examples of questions the evaluators will consider.

QUALIFICATIONS

1. Company Qualifications. Does the company have demonstrated experience providing similar services in a comparably sized community? If teaming arrangements are proposed, what is the extent of experience the companies have working together? Is there a reasonable division of services between companies?

2. Staff Qualifications. Does the background of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed services?

3. Municipal References. Do the client references demonstrate the company’s ability to maintain long-term relationships with municipalities where the municipality is satisfied with the service received including quality of service, customer service, reporting, and billing capabilities? The city may contact references listed and other public/private entities known to have contracted with the proposer.

4. Community Involvement. Has Proposer demonstrated significant community involvement in other jurisdictions for which it provides similar services?

TECHNICAL

1. Collections. Has the proposed methodology/technology been successfully demonstrated by the Proposer in applications elsewhere? Does overall methodology appear technically viable? Does the collection schedule and account information presented provide a reasonable system for collection including the number of collection days, hours per day, number of routes, accounts per route and crew size? Do proposed containers, equipment, and vehicle specifications provide for sound, reliable collection service? Are adequate E-Waste collection contingencies provided for? Are the minimum requirements of the Agreement met?

2. Recyclables and Electronic Waste Processing and Marketing. Is the proposed methodology for processing and marketing of recyclable electronic waste technically sound and appropriate for the City? Is adequate facilities capacity demonstrated? Are all issues described in Section 3.3.2 and 3.3.3 satisfactorily addressed? Are adequate contingencies provided for? Are the marketing plans adequate and reasonable? Are the minimum requirements of the Agreement met?

3. Public Education. Does the company have demonstrated experience with public education programs? Were copies of materials produced for past programs submitted for review? Was an adequate public education strategy presented for the City that includes an explanation of strategies, methods of distribution, and expressed willingness to cooperate with the City in design and implementation of the program? Are minimum requirements of the Agreement met?

4. Support Facilities, Data Management, Customer Service, and Billing. Are reasonable plans provided for how these services will be provided to the city? Are minimum requirements of the Agreement met?

5. Electronic Waste Collection Plan. Does this plan demonstrate program viability and adequate level of service? Does the plan meet the minimum requirements of the Agreement? Are adequate contingencies provided for?
6. SB20 and SB50 Compliance Strategy. Does Proposer clearly and effectively describe how they would ensure City’s compliance with SB20 and SB50 requirements? Is the strategy sound and, in evaluator’s opinion, is it likely to achieve goal?

FINANCIAL

1. Financial Background. Do financial qualifications clearly demonstrate financial stability of the Proposer?

2. Financial Stability. Does company have financial ability, to provide contracted services for the term?

CONTRACTUAL

What is the nature of any business term exceptions to the Agreement taken by Proposer? Are they significant and are they likely to extend negotiations or to make contract management more difficult?

COST

1. Completeness and Reasonableness. Was all requested cost information provided on appropriate forms? Are rates and annual costs reasonable as compared with similar projects? Are assumptions used in developing costs reasonable?

2. Competitiveness. How competitive is the proposal compared to others received? Cost competitiveness of the proposals will be evaluated by considering proposed first year rates and by estimating an annual value of the contract over the term. Annual value will be calculated hypothetically based on proposed rates and City assumptions regarding the customer base, CPI, and growth rate during the term. The City may consider the residential, commercial, and total rates and value independently.

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<tr>
<th>Evaluator’s Name</th>
<th>Qualifications</th>
<th>Technical</th>
<th>Financial</th>
<th>Contractual</th>
<th>Cost</th>
<th>Sum of Scores</th>
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<tbody>
<tr>
<td>Proposer Score</td>
<td>A’s</td>
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5.4 FINAL SELECTION

The City Council will be presented the results of the evaluation process as well as any additional comments or issues the evaluation team may wish to make Council aware of. Final selection will be based on the evaluation procedure described above and any other factors City Council may wish to consider.
APPENDIX A
PROPOSAL FORMS

FORMS
Set forth on the following pages are the required forms, which must be completed as part of the Proposal. 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 Proposer. Forms that are altered and/or not completed in full may result in disqualification.

PROPOSED RATES
Please note that the rates as provided, including detailed attachments, must include all charges that the Proposer will receive. If, for any reason, during the term of the contract, charges are levied without the written prior approval of the City, the contract will become void and the Contractor will be liable for damages. The rates included in the proposal are the rates that will take effect when services are implemented.

Company Information
Please provide your company name, mailing address, telephone number, fax number, contact person, and title of the person to receive notices who is authorized to make decisions or represent the company with respect to this RFP. Indicate the type of entity (e.g., Corporation, partnership, sole proprietor, etc.) and list its officers. Include the Federal Employer I.D. Number.

Signature of Authorized Representative

Address

Name and Title

City, State and Zip Code

E-Mail Address

Phone Number

Web Page

Fax Number

Date

Type of Entity (Corporation, partnership, sole proprietor, etc.)

List of Officers

Federal Employer ID Number
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<tr>
<th>RFP or Proposal Exception</th>
<th>Suggested Changes</th>
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FORM B
WILLINGNESS TO ACCEPT PROPOSED ARRANGEMENTS

Proposer is in complete agreement with the proposed arrangements described in this RFP, except as noted on attached pages. Please note that if exceptions are taken, suggested specific language changes to the RFP requirements must be submitted. Business term exceptions taken without providing specific suggested language changes will result in disqualification. Individuals authorized to commit the Proposer to this RFP must be listed and sign below:

Signature ________________________________________________
Type Name ________________________________________________
Title ________________________________________________
Date ________________________________________________

Signature ________________________________________________
Type Name ________________________________________________
Title ________________________________________________
Date ________________________________________________

Signature ________________________________________________
Type Name ________________________________________________
Title ________________________________________________
Date ________________________________________________
FORM C
ESTIMATED PROGRAM COST

The Undersigned hereby certifies as follows:

That ___________________________________________ has personally and carefully examined the specifications and instructions for the work to be done in the City of Calabasas under this RFP or as it is amended from time to time.

That ___________________________________________ has made examination of the points of origin and place of disposal of the E-Waste, recyclables and other waste to be collected 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 said specifications and the foregoing instructions, at the following price stated below (mark out and initial services which are not applicable):

Note: Detailed cost pages may be attached.

1. PUBLIC EDUCATION PROGRAM COST
The Proposer total annual cost for Public Education Program Costs is $___________________.
Cost per event $______________.

2. ELECTRONIC WASTE
The Proposer total annual cost for the Electronic Waste Program is as follows:
  •  E-W Facility: $__________

3. CUSTOMER SERVICE PROGRAM COST
The Proposer total annual cost for Customer Service Program is $___________________.

4. CAPITAL COST
The Proposers total capital cost for vehicles and containers, expansion or enhancements to customer service facilities, processing and/or disposal facilities directly related to this Agreement with the City of Calabasas is $____________.

5. PER TON DISPOSAL FEE
The Proposer first year cost per ton for disposal is ____________.

6. PER TON RECYCLABLES PROCESSING FEE
The Proposer first year net cost per ton for recyclables processing is ____________ (net cost means processing cost offset by revenue from the sale of recyclables).

CONTRACTOR:
___________________________________
Firm Name

___________________________________
President/Partner/Owner
Attention:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the Agreement, OR if one signature is permitted by corporation by-laws, a copy of the by-law shall be furnished to the City and made a part of the Agreement document.

If business is a PARTNERSHIP, 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 Agreement. If business is an INDIVIDUAL PARTNERSHIP, the name of the owner should appear followed by d/b/a and name of the company.
FORM D
RFP PROCESS INTEGRITY RULES

The City pledge is for the procurement process for E-Waste collection, processing and disposal services to be open, objective, carefully monitored, and understandable to all. The following rules will be adhered to and enforced.

UNTIL THE CALABASAS CITY COUNCIL AWARDS AN AGREEMENT FOR E-WASTE COLLECTION, PROCESSING, AND DISPOSAL SERVICES, ALL COMMUNICATION BETWEEN PROPOSERS OR REPRESENTATIVES OF PROPOSERS AND THE CITY SHALL BE THROUGH ALEX FARASSATI, ENVIRONMENTAL SERVICES MANAGER. ALL COMMUNICATION SHALL BE IN WRITING EITHER BY MAIL, FAX OR E-MAIL. THE ADDRESS, FAX NUMBER AND E-MAIL ADDRESS IS:

CITY OF CALABASAS
ATTENTION: Alex Farassati
PUBLIC WORKS DEPARTMENT
CITY HALL
26135 Mureau Road
CALABASAS, CALIFORNIA 90254
FAX NO. (818)878- 4205
E-MAIL: afarassati@cityofcalabasas.com

ANY ATTEMPT TO CONTACT OR INTERACT WITH ANY ELECTED OR APPOINTED OFFICIAL FOR THE PURPOSE OF INFLUENCING THE SELECTION PROCESS WILL RESULT IN DISQUALIFICATION FROM THE SELECTION PROCESS.

ALL COMMUNICATIONS BETWEEN THE CITY AND INDIVIDUAL PROPOSERS WILL BE DOCUMENTED AND TRANSMITTED SIMULTANEOUSLY TO ALL PROPOSERS.

ANY PROPOSER WHO FAILS TO RECOGNIZE OR UTILIZE THIS PROCESS OF COMMUNICATION WILL BE NOTIFIED OF ITS VIOLATION AND MAY BE SUBJECT TO DISQUALIFICATION.

All Proposers must acknowledge and sign this statement as part of the RFP process. All Proposers must return a signed copy of this statement.

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

Company Name: ____________________________________

Company Representative: ______________________________

Title: _________________________

Date: _________________________
EXHIBIT "B"

SCHEDULE OF SERVICES

- A collection event is to be scheduled on a Monthly basis, which is to be on the first Saturday of each month. This differs from the RFP in that it proposed a schedule of four events.
  - October 1, 2005
  - November 5, 2005
  - December 3, 2005
  - January 7, 2006
  - February 4, 2006
  - March 4, 2006
  - April 1, 2006
  - May 6, 2006
  - June 3, 2006
  - July 1, 2006
  - August 5, 2006
  - September 2, 2006