



REQUEST FOR QUALIFICATIONS
RFQ# 070804 ESD

**CONSULTANT SERVICES FOR INTEGRATED WASTE
MANAGEMENT (IWM) ZERO WASTE PLAN DEVELOPMENT**

The City of San José Environmental Services Department seeks a consultant/firm to assist with strategic planning and provide consultation services to develop, implement, and document an IWM Zero Waste Plan for all waste generated in the City. The IWM Zero Waste Plan will establish policy as it relates to the City’s waste management program through the year 2030.

The City’s objectives are to provide resource conservation, waste reduction, pollution prevention and a healthy economy. The Zero Waste Plan development process will address the following key components for achieving Zero Waste: strengthening recycling programs, identifying infrastructure requirements for reuse, recycling and composting; and establishing effective waste prevention programs, incentives and fee structures.

Timeline:

RFQ RELEASE DATE	October 17, 2007
CONTACT NAME ADDRESS TELEPHONE # FAX # E-MAIL ADDRESS	Heidi Melander City of San José - Environmental Services 200 East Santa Clara St., 10 th Floor San José, CA 95113 (408) 975-2544 (408) 292-6211 heidi.melander@sanjoseca.gov
Mandatory Pre-Proposal Conference	October 26, 2007, 10 AM – 12PM
DEADLINE FOR QUESTIONS	October 31, 2007, 11:59 PM
RFQ DUE DATE TIME LOCATION	November 13, 2007 10 AM At the address listed above

See Exhibit I for more detailed RFQ process timeline.

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- E: Previous Client Reference Worksheet
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1. INTRODUCTION

The City's Environmental Services Department (ESD) is seeking a qualified consultant to assist the City with strategic planning and provide consultation services to develop, implement, and document an IWM Zero Waste Plan for all waste generated in the City. The IWM Zero Waste Plan will establish policy as it relates to the City's waste management program through the year 2030.

The City's objectives are to promote resource conservation, waste reduction, and pollution prevention and to reduce emissions of carbon dioxide and other greenhouse gases (GHG) from within the City or that result from consumption of resources produced elsewhere. The Zero Waste Plan development process will address the following key components for achieving Zero Waste:

- Strengthening recycling programs
- Identifying infrastructure requirements for reuse, recycling and composting, and
- Establishing effective waste prevention programs.

2. BACKGROUND

The City of San José's goal is to remain in the forefront of environmental stewardship. The Mayor's [Green Vision](#) for San José is intended to reduce the City's carbon footprint by more than half. Among the ten goals outlined in the Green Vision, San José plans to Achieve Zero Waste by 2022. This will be accomplished by reducing waste generation, increasing recycling, reusing products, and adopting cutting-edge technologies that transform waste into usable energy. Through partnerships with innovative companies, San José plans to convert solid waste and biosolids into biodiesel, methanol, biogas, and electricity that power municipal operations to help support its goal of 100% renewable energy by 2022.

San José's policy requirements and infrastructure challenges have created the need for an Integrated Waste Management (IWM) Zero Waste Plan with a planning horizon to 2030.

In 1989, with the passage of AB 939, all California cities were required to divert 50 percent of waste from landfills by January 1, 2000. San José surpassed the required 50 percent waste diversion requirement by 14 percent; however, the year 2000 marked the City's highest recycling rate of 64 percent. Currently, the State estimates San José's diversion rate at 61 percent. Nevertheless, San José has set aggressive waste diversion goals for the future as it still landfilled over 700,000 tons of material in 2005.

The City Council adopted the [Urban Environmental Accords](#) (Accords) in November 2005, which address a comprehensive range of sustainability factors, including energy, waste reduction, urban design, urban nature, transportation, environmental health and water resources. Adoption of the Accords encouraged the City to pursue an increased waste diversion goal from the State-mandated goal of 50 percent to Zero Waste. The Green Vision goal of zero waste to landfills by 2022 is well ahead of the Accords deadline of zero waste by 2040.

It is estimated that the City will have adequate landfill capacity until 2023 at current waste generation levels, while all Santa Clara County landfills are predicted to close by 2034. The

[Santa Clara County Integrated Waste Management Plan](#), approved by the County Board of Supervisors and all 15 Cities in the County in 1995, suggested that capacity would be available through 2022 based on the assumed successful implementation of all 16 jurisdictions' Source Reduction and Recycling Elements. Despite the success of San José's diversion programs, landfill capacity remaining in San José and Santa Clara County is now insufficient to meet the City's and County's goals. Implementation of the 75 percent diversion and Zero Waste goals could extend the life of the existing sites beyond current projections. Additional information on landfill capacity is included in the *San José Disposal Capacity* report.

The City intends to work with CDM under an existing contract to review the three Candidate Solid Waste Disposal Sites identified in the General Plan and to evaluate the remaining capacity and plans of the five existing landfills. The results will inform both this planning effort and the General Plan Update.

The Candidate Solid Waste Disposal Sites may be unusable due to nearby faults or for other regulatory or engineering reasons—CDM's work may allow us to rule them out for technical reasons. If they are determined to be potentially suitable, it is likely that they will remain in the updated General Plan for future consideration.

The existing five landfills have gross and net disposal capacities based on their contours and geology and also on the operators' business decisions and contractual arrangements, including existing disposal agreements and land leases. CDM will provide better data to help us determine what risks we have of running out of capacity during the planning period (through 2030), and what to do about it. While increased diversion would prolong landfill life expectancy, it would also require more solid waste processing infrastructure capacity. A report on the infrastructure requirements needed to increase diversion was completed in September 2007 and is included in *Resource Management Infrastructure Requirements Assessment* report.

The City will need to evaluate impacts to revenue reduction as a result of increased diversion, and thus will need to consider fee restructuring options in the IWM Zero Waste Plan to take advantage of emerging revenue opportunities.

In 2005, the General Plan was amended to include the following Level of Service Policy:

20. For solid waste management, the City should seek to exceed 50 percent diversion of waste from disposal, maintain 20 years of landfill capacity, and provide for storage and collection of recyclables from every location where solid waste is generated.

The City of San José is in the initial stages of the [General Plan 2040 Update](#). The [Envision San José 2040, General Plan Update Work Program](#) describes the major strategies and guiding principles that will represent the appropriate framework for the future growth of the City. The Sustainability Guiding Principle acknowledges and incorporates the City's ongoing efforts to implement the Urban Environmental Accords. The IWM Zero Waste Plan will inform the General Plan update process on the City's zero waste goals.

Another component of the IWM Zero Waste Plan is an evaluation of any opportunities to further develop San José's waste management infrastructure as part of the San Jose-Santa Clara Wastewater Treatment Plant land and operations, such as: use of WPC buffer lands for

infrastructure, biosolids management and beneficial reuse, and /or the use of plant equipment like digesters for processing of food waste. The City is in the process of selecting a contractor for its WPC Master Plan.

Additional significant Integrated Waste Management documents, including a description of current programs, are located in the [August 2006 Study Session Agenda](#), accessible on the City website at www.sanjoseca.gov/clerk/Agenda/081106/081106ssa.pdf.

Reports referenced in this document and their locations are listed in Exhibit IV.

3. SCOPE OF WORK

The selected consultant shall provide the services as outlined below and as specified in detail in this Request for Qualifications (RFQ).

The IWM Zero Waste Plan envisioned by the City has six distinct but interdependent tasks:

- Task I. Assist with Project Management
- Task II. Assist City Staff in Developing a Stakeholder Participatory Decision-Making Process
- Task III. Determine and Evaluate Needs
- Task IV. Identify Options to Address Needs
- Task V. Develop Guiding Principles, Screen Options and Identify Final Options
- Task VI. Assist with Preparation of the IWM Zero Waste Plan Document

Exhibit I lists the RFQ timeline, Exhibit II provides more detail on the scope of work, and Exhibit III provides background information.

4. DESIRED QUALIFICATIONS

The successful RFQ submittal shall demonstrate that the consultant/firm has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of services.

Desirable experience, knowledge and skills may include, but not be limited to the following:

- Integrated waste management planning
- Integrated waste facilities planning
- Financial rate modeling and strategic financial planning
- Demonstrated knowledge of solid waste management developments in technologies.

5. TERM OF AGREEMENT

Assuming a contract start date of December 17, 2007, it is anticipated that the term of this agreement will be effective through December 31, 2009.

6. COMPENSATION AND WORK HOURS

The budget for the project is \$250,000. The City encourages joint ventures and may award multiple contracts for different elements of the project. The approach for payment for

services will be defined during the contract negotiations, and specific tasks and deliverables will be identified and assigned a budget at that time.

Consultant work hours shall be established prior to the commencement of any services.

7. SUBMITTAL REQUIREMENTS

All information contained in the submittal should be concise and responsive to the content of this request. Respondents are to:

- Submit one (1) original and five (5) copies of the proposal and clearly label the outside of the box, package or envelope with “**RFQ# 070804 ESD, IWM Zero Waste Plan**”. The original signature version is to be clearly identified as “Original” and copies are to be clearly identified as such.
- Include one (1) electronic copy of the proposal on a CD or DVD in PDF format.
- Copies shall be double-sided on 8-1/2” x 11” recycled paper.
- All pages shall be sequentially numbered and a table of contents shall be provided.
- Do not use hard cover loose-leaf binders for proposals.

7.1 PROPOSAL CONTENTS

Required documents include the following:

7.1.1 COVER LETTER

Cover letter describing your firm, its history, number of years in business, general qualifications and ability to perform the scope of services shall not exceed 2 pages. The letter should be signed by the individual authorized to contractually bind the firm. Resumes for the proposed team and sub-consultants, if any, should be provided as an appendix.

7.1.2 EXECUTIVE SUMMARY

A summary highlighting the Proposer’s expertise, qualifications and its understanding of the services is required.

7.1.3 PROJECT APPROACH

Describe the firm’s approach to developing the Zero Waste Plan. Specify the resource expectations and how work would be allocated between City staff and the consultant’s firm to complete this project within the specified budget and timeline.

7.1.4 PROJECT ORGANIZATION CHART AND DESCRIPTION

List key personnel who will be working on the project and relevant education, training and experience.

7.1.5 PROJECT EXPERIENCE

Provide a brief description of projects for which the consultant has provided similar service such as developing and implementing an integrated planning document for the solid waste management industry during the past 5 years. Experience working on a similar project for a municipality with a population of 500,000 or more is preferred, but not required. Include the following information:

1. Project description and location
2. Description of services provided
3. Total value of services provided
4. Budget performance
5. Schedule performance
6. Key personnel involved

Attachment E referred to in Section 7.2.5 additionally requires three of these projects be listed on the Previous Client Reference Worksheet.

7.1.5 PROJECT SAMPLE

A single set of documents of past and prior projects may be submitted in any convenient format, such as Word documents, printed brochures, photographs, design drawings or electronic models (Excel or Access compatible) submitted via CD.

7.1.6 RATE SCHEDULE

Submit one (1) copy of a detailed rate schedule in a sealed envelope clearly marked “**RFQ# 070804 ESD, IWM Zero Waste Plan Rate Proposal**”. Include hourly rates for all staff members who would be involved in the performance of the tasks outlined in the Scope of Work, along with expected expenses, sub-consultant costs and markups and other pertinent costs.

The sections below outline standard forms to be included in the submittal.

7.2 ATTACHMENTS

The attachments below are available in Microsoft Word 2003 format upon request. Attachment B is optional. One original copy of all other attachments is required.

7.2.1 Attachment A: Proposal Certification

7.2.2 Attachment B: Consultant Firm Information

7.2.3 Attachment C: Request for Contracting Preference for Local and Small Businesses

7.2.3.1 Submit this form with your proposal only if you wish to be considered for this preference. It may not be submitted late.

7.2.4 Attachment D: City’s Terms and Conditions; Exhibit E, Insurance Provisions

7.2.4.1 Selected consultant will be required to enter into an agreement with the City containing the terms and conditions and insurance provisions set forth in Attachment D with Exhibit E. If you have any exceptions to the standard terms and conditions you must note them in your submittal. If there are no exceptions, submit the first page of each Attachment stating “**No Exceptions**”.

7.2.5 Attachment E: Previous Client Reference Worksheet

Three (3) references are required from the proposer. The three references must meet the following criteria:

- Information to meet the reference requirements is to be provided using Attachment E, Previous Client Reference Form. The form may be copied as required.
- At least one reference must be from a government entity (city, county, state, federal or political sub-division of a public agency).

The City also reserves the right to rely on information from sources other than the information provided by the respondents.

7.2.6 Attachment F: Conflict of Interest Form

8. SELECTION PROCESS

8.1 SELECTION PROCESS

City staff will evaluate proposal submissions according to the criteria listed in the table below.

DESCRIPTION	WEIGHT
Proposal Responsiveness	Pass/Fail
Solid waste management planning experience Solid waste facilities planning Financial rate modeling/Strategic financial planning Project approach Customer Satisfaction/Firm Reputation Fee Structure/Cost/Cost realism	90%
Local Business Enterprise	5%
Small Business Enterprise	5%

A qualified Local Business Enterprise (LBE) will be given 5% and a qualified Small Business Enterprise (SBE) will be given an additional 5% of the total points in the scoring. To qualify as a SBE, you must qualify as a LBE. See **Attachment C** for additional information.

9. PROCESS INTEGRITY GUIDELINES

9.1 In accordance with Procurement and Contract Process Integrity and Conflict of Interest Council policy adopted on 2/07/07, proposers may be disqualified from the procurement without further consideration for any of the following:

- 9.1.1** Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.
- 9.1.2** Failure to direct all questions/inquiries through the contact listed in this document.
- 9.1.3** Offering gifts or souvenirs, even of minimal value, to City officers or employees.
- 9.1.4** Any attempt to improperly influence any member of the selection staff.
- 9.1.5** Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
- 9.1.6** Evidence of submitting incorrect information in the response to a solicitation or misrepresentation or failure to disclose material facts during the evaluation process.

10. CONFLICT OF INTEREST

10.1 In order to avoid a conflict of interest or the perception of a conflict of interest, proposer(s) selected to provide services under this RFQ will be subject to the following requirements:

- 10.1.1** The proposer(s) selected under this RFQ will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFQ.
- 10.1.2** Proposer(s) may not have any interest in any potential proposer for future City procurements that may result from the work performed under the agreement resulting from this RFQ.
- 10.1.3** In order to determine whether such interest may exist, all proposers must complete **Attachment E: Conflict of Interest Form**.

11. GENERAL INFORMATION

- 11.1** Responses will be evaluated as outlined in Section 8.
- 11.2** Final award shall be contingent upon selected firm (Consultant) negotiating Terms and Conditions in substantial conformity to the terms listed in **Attachment D** of this RFQ.
- 11.3** City reserves the right to accept an offer in full, or in part, or to reject all offers.
- 11.4** You must respond to this RFQ by the due date and time as stated on the cover sheet of this document in order for your submittal to be considered. Submittals

must be addressed to the attention of the contact listed on the cover sheet of this document, clearly labeled **RFQ# 070804 ESD, IWM Zero Waste Plan**.

- 11.5** The successful proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in **Attachment D, Exhibit E**.
- 11.6** All questions/inquiries must be made through the contact listed on the cover sheet of this document, via e-mail. Contact with representative(s) other than the name listed in this RFQ is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum.
- 11.7** All costs associated with responding to this request are to be borne by the respondent.
- 11.8** It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin in connection with or related to the performance of City of San José contracts.

12. PUBLIC NATURE OF PROPOSAL MATERIAL

- 12.1** All correspondence with the City including responses to this RFQ will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 seq.). All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.
- 12.2** Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will automatically be considered a public record in its entirety and shall be disclosed to the requesting party without further consideration or notice.
- 12.3** Do not mark your entire proposal as "confidential".
- 12.4** The City will not disclose any part of any proposal before it announces a recommendation for award, on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFQ will be subject to public disclosure.
- 12.5** If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

- 12.6** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

13. OBJECTIONS AND PROTESTS

13.1 OBJECTIONS

- 13.1.1** Any objections to the structure, content or distribution of this RFQ must be submitted in writing to the Department Director listed below. Objections must be as specific as possible, and identify the RFQ section number and title, as well as a description and rationale for the objection.

13.2 PROTESTS

- 13.2.1** If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Department Director no later than ten (10) calendar days after the announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protest will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above Section. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.

- 13.2.2** The address for submitting objections or protest is:

Attention: John Stufflebean
City of San José
Environmental Services Dept.
200 East Santa Clara St., 10th Floor
San José, CA 95113

Exhibit I: RFQ PROCESS TIMELINE

DATE	KEY TASK
10/16/07	RFQ# 070804 ESD released
10/26/07 10 AM – 12 PM	<p>Mandatory Pre-Proposal Conference San José City Hall Tower, 5th floor, Room T-550</p> <p>The purpose of this conference is to present an overview of the project and answer questions. Questions are encouraged ahead of time by email or may be brought to the conference. Email questions to Heidi Melander preferably by Tuesday, October 23 at 3 pm.</p> <p>ALL POTENTIAL RESPONDENTS ARE REQUIRED TO ATTEND THIS MEETING. Failure of respondents to attend the meeting will result in rejection of their submittal without further consideration.</p> <p>City staff reserves the right to not answer questions that are not applicable or inappropriate. At its direction, staff may defer certain questions and respond in writing.</p>
10/31/07 11:59 PM	Deadline for submitting inquiries and/or clarifications to contact named below.
11/6/07	Deadline for City to respond to inquiries and/or clarifications in writing and posted on the ESD website via an addendum.
11/13/07 10:00 AM	<p>RFQ RESPONSE DUE DATE:</p> <p>The submittal shall be addressed to:</p> <p style="padding-left: 40px;">Heidi Melander City of San José Environmental Services Dept. 200 E. Santa Clara St., 10th Floor San José, CA 95113 Attn: RFQ# 070804 ESD, IWM Zero Waste Plan</p>
11/19/07	Short-listing and Interview Notifications
11/27-11/29	Tentative Interview Date(s) (if needed)
11/30/07	Consultant Selection Notification

Exhibit II: SCOPE OF WORK

The tasks listed in this **Scope of Work** are described below. Additional background information can be found in Exhibit III.

Task I. Assist with Project Management

Manage the IWM Zero Waste Plan process to include:

1. Working with City to develop a master plan work plan.
2. Providing and/or coordinating quality assurance and/or quality control during the work plan development.
3. Assist the City to monitor progress toward the work plan development.

Task II. Assist City Staff in Developing a Stakeholder Participatory Decision-Making Process

The community participation element of the IWM Zero Waste Plan will be carried out by City staff with support from the selected consultant. It is anticipated that community input will be given in conjunction with the San José/Santa Clara Water Pollution Control Plant Master Plan stakeholder meetings.

1. Assist City staff in developing a participatory decision-making process for the community and various stakeholders, including defining the participants, the number of necessary workshops, and the location, schedule and content of the workshops.

Task III. Assist the City to Determine and Evaluate Needs

Consultant will review and address the findings contained in the *Resource Management Infrastructure Requirements Assessment*. This report will serve as a starting point for the IWM Zero Waste Plan needs assessment. A waste characterization study is expected to be conducted in 2008 by a separate consultant in order to provide additional data for this evaluation. A separate landfill capacity study is also expected to be completed in 2008.

Deliverable

- Needs Assessment Findings/Report

Task IV. Assist the City to Identify Options to Address Needs

(see section on Background Information for additional detail for each category)

1. Waste Prevention Goals

Identify options to address the City's waste prevention goals identified in the *Zero Waste Goals* memo, including strengthening recycling programs, identifying infrastructure requirements for reuse, recycling and composting and establishing effective waste prevention programs. Consultant shall provide data to show how results of the zero waste planning recommendations will affect greenhouse gas emission reductions.

Additional approaches to consider are zero waste at events, strategies to increase the current Multi-Family Dwelling (MFD) diversion rate, and exploring the possibility of integrating buffer land and treatment processes for recycling residential, commercial, and civic organic waste with digesters at the Water Pollution Control Plant, currently undergoing its own Master Plan effort.

2. Commercial Program

Assist in identifying opportunities for increased waste diversion, resource conservation and pollution prevention in the commercial redesign process.

3. Residential and Multi-Family Dwelling Programs

Assist in identifying opportunities for increased waste diversion, resource conservation and pollution prevention in the residential and multi-family sectors.

4. Land Use

Evaluate current resources and existing infrastructure to reduce future land use impacts. Assess whether the San José/Santa Clara Water Pollution Control Plant may provide opportunities to resolve some of the complex solid waste issues before the City through its long term facilities and operation master plan, now underway. Opportunities include, but are not limited to, food waste digestion, co-composting yard trimmings with biosolids, or energy production with wood waste and biosolids.

Consider the regional implications of any planning effort, especially solid waste management infrastructure, as it relates to overall land uses whether at the Plant, Alviso, other parts of the City, or the region.

Assess the feasibility of establishing a technologically advanced processing facility at the Nine Par Landfill Site. Approximately 40 acres of usable land is within an approximate 96-acre property owned by the Plant. A recent study helped identify redevelopment opportunities and constraints on the former landfill site and evaluated a range of commonly employed strategies for redevelopment.

4. CDDD Program

Assist in identifying opportunities for increased waste diversion through the CDDD program.

5. Fee Restructuring Alternatives and Financial Strategy

Prepare an analysis for the Zero Waste Plan of alternative financing and revenue generating mechanisms to offset revenue reductions resulting from increased diversion, including opportunities for new revenue sources within the City's integrated waste management system. Alternatives addressed must include both fees and taxes on waste disposal and handling, as authorized in the California Public Resources Code (e.g., Sections 41901, 41903, and 43213) and in the City Charter and Municipal Code (e.g., franchise fees, the Disposal Facility Tax, and other business taxes). The analysis shall also address revenue risks and constraints, such as those imposed by Proposition 218 (Article XIII C and D of the California Constitution).

6. Alternative Technologies

- Provide an overview and survey of applicable alternative solid waste processing technologies that will increase landfill diversion in an environmentally sound manner, while emphasizing options that are economical, energy efficient, acceptable to stakeholders, and allow for highest and best use of materials. Discuss job opportunity implications of each alternative.
- Assist the City by strategizing and assessing which technologies are reasonable for San José. Consultant may help provide data to the Plant Master Plan process and participate in related stakeholder discussions as appropriate. Consultant will assist City staff to calculate the approximate amount of greenhouse gas emissions associated with each of the alternatives based on transportation and tonnage estimates and to quantify the energy production implications of the technologies.

Task V. Develop Guiding Principles, Screen Options and Identify Final Options

Develop with City staff, stakeholders and others guiding principles to achieve the Zero Waste Plan's goals and objectives. Provide a summary of issues, options, opportunities and constraints. Identify final options.

Deliverables

- Zero Waste Plan Guiding Principles
- Summary of issues, options, opportunities and constraints.
- Discuss final options.

Task VI. Assist with Preparation of the IWM Zero Waste Plan Document

Establish the IWM Zero Waste Plan document format and contents using Microsoft Word. Use tables and figures to enhance pertinent information and provide a format suitable for the City to reproduce all documents. All deliverables must be available in electronic and hard copy format.

Deliverables

- Zero Waste Plan document format, contents, tables and figures in electronic/hard copy format.

Please note:

• **Environmental Impact Analysis**

The consultant hired to develop the IWM Zero Waste Plan will not be responsible for completing CEQA analysis.

Exhibit III: SUPPLEMENTAL BACKGROUND INFORMATION

Listed below is additional background information for Task IV: Assist the City to Identify Options to Address Needs. (See page 14.)

- **Waste Prevention Goals**

It is important to emphasize that the IWM Zero Waste Plan will inform the General Plan update process on land use issues that pertain to the City meeting its waste management requirements and objectives. It is assumed that the selected consultant(s) will review the most appropriate and relevant strategies in other jurisdictions' Zero Waste plans, and use these to inform San José's Zero Waste planning effort. These source documents include plans from the California Integrated Waste Management Board, the Alameda County Solid Waste Management Authority, Oakland, Palo Alto, and Los Angeles. Cities outside of California with Zero Waste Master Plans include New York, Seattle and Chicago.

- **Commercial Program**

The City's commercial solid waste recyclables collection system is a non-exclusive system whereby hauling companies may apply for a Commercial Solid Waste and Recyclables Collection Franchise to provide collection services to San José business customers. Alternative fuel vehicles and other efficiencies should be considered along with franchise terms, routing and incentives.

Prior to 1995, the City of San José had an exclusive system for the collection of recyclables and rubbish (solid waste that does not contain putrescibles) from businesses, institutions and other non-residential properties. In 1995, the City began to allow open competition for the collection of commercial garbage (solid waste that contains putrescibles). Implementation of system improvements has been an ongoing process since then. The City currently has approximately twenty-five (25) franchised commercial haulers; two of the franchises, Allied Waste and Stevens Creek Disposal, have about 80 percent of front load bin service. A significant system evaluation is now underway.

During March 2006, the Council approved a consultant contract with HF&H Consultants, LLC to evaluate and propose redesign options for the City's commercial solid waste collection system. Phase I of the Commercial Redesign, scheduled for the period of July 2006 to 2009, includes minor improvements to the system and limited enforcement tools. Implementation of Phase II may begin July 2010 with increased impact.

The City and HF&H are developing various options to redesign the commercial solid waste collection system. HF&H will prepare a "White Paper" addressing how the City's commercial franchise system will work and include evaluation of options such as, but not limited to:

1. Establishment of one exclusive downtown service district with enhanced franchise controls of the remaining non-exclusive commercial area.
2. Multiple exclusive commercial service districts (in addition to the downtown district).
3. One City-wide exclusive commercial franchise. HF&H will assist the City in identifying a range of options, evaluating the merits and concerns of each strategy.

This white paper is scheduled to be presented to the City Council Transportation and Environment Committee on December 3, 2007. HF&H will continue to support implementation of the selected redesign option and this effort will be incorporated into the IWM Zero Waste Plan.

- **Residential and Multi-Family Dwelling Programs**

San José's IWM Residential program is the largest privatized system in the US. Through an ongoing commitment to diversion of recyclable materials from the waste stream, and of highest and best use of resources, San José residents can now recycle up to 80 percent of their solid waste in the comprehensive Recycle Plus curbside Recycling and Solid Waste Collection program. Three contractors provide weekly service to 202,000 single-family dwellings (SFD) and as-scheduled service to 93,000 multi-family dwellings (MFD) in 3,200 complexes. On a weekly basis, there are 91 garbage and recycling routes and 21 yard trimmings routes completed. There are also 5 Street sweeping routes per day to complete a city-wide sweeping cycle once per month. The City implemented a single-stream recyclables program in 2002. More information about the residential services can be found at <http://www.sjrecycles.org>.

In Fiscal Year 2004-05, the residential system collected and processed approximately 510,600 tons of Garbage, Recyclables, and Yard Trimmings. The largest portion of the waste stream is garbage, followed by yard trimmings and recyclables. The MFD compostable program collects garbage from MFDs and sorts it for further reclamation of recyclables and compostables.

RESIDENTIAL SOLID WASTE STREAM (Fiscal Year 2004-2005, July 1, 2004 – June 30, 2005)			
Material Collected	Tonnage		Percent of Total
FY 2004-05 garbage collected	221,100		43%
FY 2004-05 yard trimmings collected	146,700		29%
FY 2004-05 recyclables collected	124,100		24%
FY 2004-05 MFD compostables collected	18,700		4%
Totals	510,600		100%

Currently GreenTeam of San José (Waste Connections) collects garbage and recyclables from 46,000 single-family households in west San José and from multi-family dwellings Citywide. GreenTeam's current agreements with the City for expire in July 2013 if all contract extensions are exercised. GreenWaste Recovery collects and processes yard

trimmings from single and multi-family dwellings Citywide. GreenWaste's current agreements with the City expire in July 2013 if all contract extensions are exercised. Garden City Sanitation collects garbage from 156,000 single-family households in Collection Districts A and C; current agreement with the City expires in July 2013 with an optional two year extension to 2015. California Waste Solutions collects and processes recyclables from all single-family households in Collection Districts A and C; current agreement with the City expires in July 2013 with an optional two year extension to 2015. The City provides and pays for disposal at Newby Island Landfill for residential garbage collected by Garden City and GreenTeam under a separate agreement with International Disposal Corporation (Allied Waste); this agreement expires in 2020.

Because San José implemented curbside recycling in 1993, the program is mature, with residents who are committed to participating in source separation at the curb. Data from the City's biennial resident survey shows that 70% of San José residents feel that they are recycling 75% or more of all materials that can be recycled. They also express an interest in getting more information about what is recyclable, and feel that recycling is an important priority. Ongoing and direct education to the residents about how to participate in the program has been critical to creating residential diversion of 52% and overall satisfaction rates with Recycle Plus services of 90%. The biennial resident survey provides feedback on the program status, as well as guiding the need for future education or program changes.

Education pieces are distributed through the Recycle Plus garbage bill, direct mail, events, and information centers throughout the City. The Guide to Garbage and Recycling is a comprehensive piece that was distributed to every SFD during the transition to new contractors in July 2002.

MFD Compostable Program

During the first year of the new Recycle Plus Program, increasing diversion at multi-family dwellings (MFDs) proved more difficult than anticipated. However, multi-family diversion has increased significantly since then due to the implementation of the MFD compostable program, approved by Council on a pilot basis in September 2003 and permanently in December 2004. Since the new Recycle Plus contracts began in July 2002, diversion at multi-family properties has increased over 240%, from 10.5% to 36%. Half of the multi-family diversion is from traditional recycling, while the remaining diversion is generated from the recycling and composting of multi-family garbage under the MFD compostable program. The compostable program has proven to be a unique solution enabling the City to achieve a high diversion rate at multi-family complexes. The City is currently evaluating implementing a pilot to process more MFD waste through a solid waste processing facility.

- **Land Use**

Identifying suitable solid waste facilities is a significant challenge for any community. The CEQA process will address impacts to neighborhoods and the community including Alviso and the Southern-most top of the San Francisco Bay where a number of solid waste facilities are located.

The work of the IWM Zero Waste Plan must be closely coordinated with the Plant Master Plan to identify solutions that can provide multiple benefits to the City's solid waste handling and the Plant's future operations and land use. However, it is important to note that the Plant is operated by the City's Environmental Services Department on behalf of the City of Santa Clara, a co-owner of the Plant, and the Plant's tributary agencies, which include the City of Milpitas, West Valley Sanitation District, Cupertino Sanitary District, County Sanitation District 2-3, Burbank Sanitary District, and Sunol Sanitary District. All decisions concerning the future of the Plant and the Plant lands must be approved by representatives of these organizations as represented by the Treatment Plant Advisory Committee (TPAC) and the City of San José Council.

- **CDDD Program**

The City of San José's Construction and Demolition Diversion Deposit (CDDD) program was conceived in 1998 as a means to divert construction and demolition (C&D) materials from the landfills in San José through economic incentives. C&D materials were determined to make up more than 30% of the waste disposed in San José landfills, with self-haul contractors as major source. In June 2000, the City Council approved staff's recommendation to develop an incentive-based deposit system that requires an assessment of a deposit for contractors before issuance of a building permit.

The key components of the CDDD program that drive diversion are the Deposit/Transaction System and the Certified Facilities, enhanced by C&D Infrastructure Grants. The program began assessing deposits July 1, 2001. To receive a refund, the contractor must either reuse the material or deliver it to a City-certified recovery facility.

The certified facilities are the heart of the C&D diversion system. There are two types of certification:

Full Certification

- Accepts mixed C&D loads
- Subject to qualitative and quantitative analysis
- 50% or better diversion required
- Phase out of ADC (see below)

Administrative Certification

- Accepts inert loads
- Subject to qualitative analysis only
- 90% or better diversion required
- Phase out of ADC (see below)

Using City-developed methodology, facilities may become City-certified after demonstrating through a City audit that the above conditions can be met. Facilities are not required to participate in the CDDD program. However, a facility's incentive to be certified is competition; C&D material generators take their loads to certified facilities for receipts (documentation), which are necessary for their refunds. The City has certified 21 facilities.

An important distinguishing characteristic of the program is the emphasis on highest and best use and the phasing out of Alternate Daily Cover (ADC). The phase out of ADC began in

2001 and, as of July 1, 2004, use of ADC is not counted toward a certified facility's diversion rating. The acceptable percentage of ADC was adjusted incrementally to give the facilities time and opportunities to find alternatives for ADC use. C&D ADC use has declined significantly since the start of the CDDD Program.

- **Fee Restructuring Alternatives and Financial Strategy**

Although future City revenues related to disposal (the Disposal Facility Tax, Solid Waste Enforcement Fee, and Countywide Integrated Waste Management Fee) are tied to the remaining capacity in tons, increased diversion rates will result in these revenues declining on an annual basis, but spread collection out over additional years. If the recommended diversion targets are achieved, annual receipts will begin to decline by 2013, with a significant decline by 2022.

Recent reports from other California local governments on fee issues and opportunities are available. For example, Alameda County Waste management Authority (Stopwaste.org) is expected to release a report, *5 Year Program Assessment of Regional Solid Waste Programs*, in December 2007. It will include an analysis of alternative funding mechanisms and options available or currently implemented regionally in the Bay Area. In addition, the City is participating in a joint grant project with Alameda County Waste Management Authority, the City of Palo Alto, and the Grassroots Recycling Network to report on local government disposal fee and revenue issues and opportunities. The project will evaluate alternatives to city and county reliance on landfill fees and identify restructuring strategies to mitigate declining revenues as landfilled waste decreases.

The *Development and Analysis of San Jose Commercial Tonnage Flows and Fees (CFF)/Franchise Model System* report analyzed the City's current financial model for collection, processing, and landfilling of solid waste. This report incorporates material and revenue flows to be used in evaluating alternate financial structures.

- **Alternative Technologies**

The alternative technologies assessed may include, but not be limited to, digestion of food waste, fats, oils and grease (already being addressed by the Plant); wood waste gasification; recovery of restaurant waste for alternative fuels; other emerging technologies. Any possible use of technologies based upon using Plant lands will require collaboration with the Plant.

Relevant technology and land-use reports already in existence or underway by the City include:

- City Council Policy on Use of San Jose/Santa Clara Water Pollution Control Plant Lands (October 2000)
- Plant Lands, Opportunities and Constraints Assessments (January 2007)
- Land Use Study for Nine Par Landfill Site (March 2007)
- San José General Plan 2020
- Biomass-to-Energy Technology Evaluation (in development 2007)
- Master Plan for Water Pollution Control Plant operations including needs and technology assessment for beneficial processing of biosolids and other locally generated biomass material and appropriate land-use of Plant bufferlands. (underway in FY 2008-2011)

By the end of 2008, as part of its Master Plan process, the Plant intends to identify and develop project alternatives which may include methods to reuse or remediate the old biosolids lagoons and alternatives to optimize biosolids treatment processes and operations, including use of alternative technologies where changes will result in higher energy efficiency, higher reliability, lower residual volume and/or lower odor impact. One survey in the City's recent Biomass-to-Energy draft report shows that available biomass streams in San José total 183,000 dry tons per year of which 48 percent is construction and demolition (C&D) wood debris, 36 percent is yard debris, 13 percent is biosolids, 3 percent is fats/oils/grease and less than 0.1 percent is mixed plastics that are not readily recyclable.

Los Angeles has conducted research on municipal solid waste technologies. The report is available at http://www.lacity.org/san/solid_resources/strategic_programs/alternative_tech/PDF/final_report.pdf.

EXHIBIT IV: REFERENCE MATERIAL

Listed below are the reports cited in this RFQ and their location. Some of these documents are electronically linked in this RFQ. Others are available with the RFQ on the City's [BidLine](#) webpage.

1. City of San José General Plan 2040 Update
 - *Envision San José 2040, General Plan 2040 Update Work Program*
http://www.sanjoseca.gov/clerk/Agenda/062607/062607_04.03.pdf
2. IWM's Current Program Description
 - *August 2006 Study Session Agenda*
www.sanjoseca.gov/clerk/Agenda/081106/081106ssa.pdf
3. Financial Model – City of San José
 - *Development and Analysis of San Jose Commercial Tonnage Flows and Fees(CFF)/Franchise Model System*
This incorporates material and revenue flows to be used in evaluating alternate financial structures.
4. Landfill Capacity
 - [Santa Clara County Integrated Waste Management Plan](#)
 - *San Jose Disposal Capacity*; located as Attachment B of Zero Waste Goals
5. Fee Opportunities
 - *5 Year Program Assessment of Regional Solid Waste Programs*; estimated to be available December 2007 from Alameda County Waste Management Authority; includes analysis of fee opportunities; <http://www.Stopwaste.org>
6. Alternative Technologies
 - City of Los Angeles report on municipal solid waste technologies.
http://www.lacity.org/san/solid_resources/strategic_programs/alternative_tech/PDF/final_report.pdf
7. City of San José Zero Waste Goals
 - *Zero Waste Goals, City of San José Memorandum to the Transportation and Environment Committee; September 2007*
http://www.sanjoseca.gov/clerk/CommitteeAgenda/TE/100107/TE100107_02.pdf
 - *Attachment A: Resource Management Infrastructure Requirements Assessment*
Completed in 2007, this describes the eight main types of facilities that need to be considered for the City to achieve its Zero Waste Goals. These include reuse centers, collection company corporation yards, compost facilities, materials recovery facilities, construction and demolition processing facilities, hard to recycle materials facilities, transfer stations and residual facilities or landfills.
 - *Attachment B: San Jose Disposal Capacity*

8. San Jose/Santa Clara Water Pollution Control Plant

- *Water Pollution Control Master Plan Request for Proposal*
<http://www.sanjoseca.gov/esd/plantmasterplan/>
- *San José/Santa Clara Water Pollution Control Plant/Pond A18 Master Planning Plant Lands Opportunities and Constraints Assessment (January 2007)*
http://www.sanjoseca.gov/esd/pub_res.asp
- *City Council Policy on Use of San Jose/Santa Clara Water Pollution Control Plant Lands (October 2000)*
- *Nine Par Field Investigation and Site Development Feasibility Summary Report.*
Identifies redevelopment opportunities and constraints that may affect a project due to the landfill presence. Also evaluates a range of commonly employed mitigation strategies that would allow redevelopment.

PROPOSAL CERTIFICATION	
FIRM NAME	
ADDRESS	
TELEPHONE #	
FAX #	
CONTACT NAME AND TITLE	

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions and approved equals included in the RFQ document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member of City Consultant during the Proposal period except as provided for in the Request for Proposals package, formal addenda issued by the City, or the pre-proposal conference.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documentation is true and correct.
6. Please check the appropriate box below:
 - If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 - If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
 - If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
 - If the proposal is signed by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understand the RFQ.

Authorized Representative Name (Sign name)	
Authorized Representative Name (Print name)	
Authorized Representative Title (Print title)	
Complete additional signatures below as required per # 6 on the previous page.	
Authorized Representative Name (Sign name)	
Authorized Representative Name (Print name)	
Authorized Representative Title (Print title)	
Authorized Representative Name (Sign name)	
Authorized Representative Name (Print name)	
Authorized Representative Title (Print title)	

CONSULTANT FIRM INFORMATION

All information requested in the Questionnaire shall be furnished by the Proposer, and shall be submitted with the Proposal. Statement shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of the proposal.

Legal Name of Firm _____

Name of Parent Company (If Applicable) _____

Where was the Firm Established and the Date _____

Authorized to do Business in CA? List Date. _____

Type of Organization

Corporation

General Partnership

LLC

LLP

Sole Proprietorship

Other (Explain)

Please provide an explanation in a separate attachment to any YES responses below.	
1. Have you ever had a bond or surety denied, canceled or forfeited? If yes, also state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. Have you ever declared bankruptcy or been declared bankrupt? If yes, also state date, court jurisdiction, docket number, amount of liabilities and amount of assets.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3. Has your company ever had any agreements cancelled?	<input type="checkbox"/> YES <input type="checkbox"/> NO
4. Has your company ever been sued by any organization for issues pertaining to fee payment, performance or other related issues?	<input type="checkbox"/> YES <input type="checkbox"/> NO
5. Are you currently engaged in merger or acquisition negotiations, or do you anticipated entering into merger or acquisition negotiations within the time period of this Request for Proposal? If yes, please provide details and attach copy of such agreement(s).	<input type="checkbox"/> YES <input type="checkbox"/> NO
6. Are you now engaged in any litigation which does now or could affect your ability to pay fees or perform under this Agreement?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Authorized Representative Signature: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Date: _____

City of San Jose

Request for Contracting Preference for Local and Small Businesses

Chapter 4.06 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE, you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
Type of Preference	<input type="checkbox"/> Price is Determinative		<input checked="" type="checkbox"/> Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost		LBE preference = 5% of Points SBE preference = 5% of Points

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name			
Business Address			
Telephone Number			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other (explain)

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number	
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County	

****SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. The number is for your entire business – NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (please check): Local Business Enterprise Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California

Date: _____

Signature: _____

Print name: _____

**CITY OF SAN JOSE
CONSULTANT AGREEMENT
STANDARD TERMS AND CONDITIONS**

(Referred exhibits not attached will be added to final agreement)

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from _____ to _____, inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed _____ Dollars (\$____). The rate and schedule of payment is set out in EXHIBIT D, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT

Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for compensation during the proceeding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor not an agent or employee of CITY; and as an independent contractor; CONSULTANT shall obtain no right to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

SECTION 9. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT E, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's _____ is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the federal, state and local governments.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation or any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver or any term or condition of this AGREEMENT.

SECTION 17. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.
- B. CONSULTANT shall maintain all documents and records which demonstrates performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representative, or CONSULTANT's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT.

[Certain consultant may have to comply with the following provisions as well]

CONSULTANT shall file an ASSUMING Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT F, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700).

SECTION 19. GIFTS.

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY office or designated employee, which prohibition is found in /chapter 12.08 of the San Jose Municipal code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said chapter.
- C. The offer or giving of any gift prohibited by chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

SECTION 20. DISQUALIFICATION OF FORMER EMPLOYEES.

CONSULTANT is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). CONSULTANT shall not utilize either directly or indirectly any officer, employee, or agent of CONSULTANT to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

SECTION 21. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F (or G, if applicable), entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 22. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CITY:

To CONSULTANT:

Notice shall be deemed effective on the date personally delivered if, if mailed, three (3) days after deposit in the mail.

SECTION 23. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

EXHIBIT E**INSURANCE**

CONSULTANT, at CONSULTANT'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

1. The coverage described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 including products and completed operations; and
2. The coverage described in Insurance Services Office Form Number CA 001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsements CA 0025. Coverage shall also include Code 8 "hired autos" and code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.
4. Professional Liability Errors & Omissions.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location of the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Worker's Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 Aggregate Limit.

C. Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations. Claim administrations and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, employees, agents and contractors.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents or contractors.
 - d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage in its behalf.

Proof of insurance shall be mailed to the following address or any subsequent addressed as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE – Human Resources
Risk Management
200 East Santa Clara St., 3rd Floor Wing
San Jose, California 95113-1905
Attn: Andrea Orinion

G. Subconsultants

CONSULTANT shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

PREVIOUS CLIENT REFERENCE WORKSHEET

Provide reference information for the services you are proposing in a manner and environment similar in size and scope to the requirements of this proposal. Copy this form as appropriate.

Name of Customer	
Customer Address	
Customer Contact Name(s), Title and Phone number(s)	
Term of the Agreement	Start Date (mm/dd/yy) End Date (mm/dd/yy)
Annual Dollar Value of Contract	
Type of Contract	<input type="checkbox"/> Firm fixed price <input type="checkbox"/> Time and Material <input type="checkbox"/> Not to exceed <input type="checkbox"/> Cost plus fixed fee <input type="checkbox"/> Other (Please explain)
Brief description of work performed for this client (use additional sheets if necessary):	

To be completed by consultants making proposals.

NAME: _____ DATE: _____

PROPOSED ASSIGNMENT: RFQ# 070804 ESD, IWM Zero Waste Plan

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

QUESTIONS	YES (Provide details.)	NO
1. Do you have any official, professional, financial or personal relationships with any person or firm that might affect your judgment or your ability to provide services to the City that are fair and impartial?		<input type="checkbox"/>
2. Stock and Investments a. Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment? b. Does your spouse or a dependent own any stock in a company likely to be affected by or involved in the Proposed Assignment? c. Do you hold any investments in any entity (e.g. Partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? d. Does your spouse or a dependent hold any investments in any entity (e.g. Partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment? If the answer is YES to any of the above questions, please provide the name of the company and the amount of stock or investment.		<input type="checkbox"/>

QUESTIONS	YES (Provide details.)	NO
<p>3. Employment & Consulting</p> <p>a. Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>b. Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>c. Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is YES to any of the above questions, please provide the name of the employer, nature of services provided and the dates employed or retained.</p>		<input type="checkbox"/>
<p>4. Payments or Gifts</p> <p>a. Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>b. Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is YES, please provide the amount the payment or value of the gift, the name and position of the payer/donor and the receipt date.</p>		<input type="checkbox"/>
<p>5. Real Estate</p> <p>a. Do you own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>b. Does your spouse or dependent own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is YES, please provide the location of this property.</p>		<input type="checkbox"/>

QUESTIONS	YES (Provide details.)	NO
<p>6. Positions</p> <p>a. Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>b. Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is YES, please provide the name of the entity and the title of the position held.</p>		<input type="checkbox"/>

If during the course of the evaluation, any personal, external, or organizational impairments occur that may affect your ability to do the work and report findings impartially, notify the Program Manager immediately.

Signature: _____ **DATE:** _____

Print Name: _____