



City of San José
Environmental Services Department

REQUEST FOR QUALIFICATIONS
(Amended February 12, 2007)

Consultant to Assist with
Materials Recovery Facility (MRF)
Quality Assurance and Contract Compliance (QACC) Monitoring

Submittals Due: 4:00 p.m. March 16, 2007

Return To: Kristina Gallegos
Environmental Services, Integrated Waste Management
200 East Santa Clara St., 10th Floor
San José, CA 95113

SECTION 1. INTRODUCTION / BACKGROUND

The City of San Jose, California (City), through its Environmental Services Department (ESD), provides a comprehensive solid waste management program to its residents. The program, which is managed through contracts with private companies, includes curbside single-stream collection of recyclable materials, curbside collection of yard trimmings, and curbside collection of garbage. The collection utilizes carts for recyclable materials and garbage, with pick-up by automated collection vehicles. Processing of recyclable materials and disposal of residue is also provided by contract with private companies.

The City recently awarded a Collection Service Agreement to California Waste Solutions, Inc. (CWS) for the collection and processing of single stream residential recyclable materials in two of the City's three service districts. The Service Agreement becomes effective on July 1, 2007 and covers approximately eighty percent of the City's single family dwellings (SFD). Processing of recyclable materials under the Agreement will occur at CWS's Materials Recovery Facility (MRF) located at Timothy Street in San Jose. As part of the transition plan provided by CWS, equipment modifications will be made to the Timothy Street MRF. A provision in the Service Agreement specifies that the City will secure the professional services of a Quality Assurance and Contract Compliance Monitor (QACC Consultant) to monitor the CWS processing operations to determine compliance with the terms and conditions of the Service Agreement.

Proposers interested in responding to this RFQ should be familiar with the terms and conditions of the Service Agreement that relate to processing requirements and standards, and the exhibits to the Service Agreement that contain the processing operations plan, the MRF equipment plan and the reporting requirements. This and additional information regarding the Service Agreement between the City and CWS along with all of the Attachments and exhibits can be found at

http://www.sanjoseca.gov/clerk/Agenda/112106/112106_7.1a.pdf

<http://www.sanjoseca.gov/clerk/Agenda/081106/081106ssa.pdf>

<http://www.sanjoseca.gov/clerk/Agenda/082206/082206s.pdf>

<http://www.sanjoseca.gov/clerk/Agenda/091206/091206s.pdf>

Additional information regarding the City's residential solid waste, recycling and yard trimmings program can be found at www.sjrecycles.org

SECTION 2. STATEMENT OF PURPOSE

The City of San José Environmental Services Department (ESD) is seeking the professional services of a qualified consultant to perform quality assurance and contract compliance at CWS's MRF. The successful consultant will provide on-site monitoring and inspection of CWS's facilities, review CWS's operation records and monitor the material recovery and processing operations in accordance with the terms and conditions of the Service Agreement. The successful consultant will also be responsible for providing reports to both the City and CWS on their findings. Additionally, attendance and facilitation of meetings associated with these processes will be necessary.

SECTION 3. PROJECT TASKS

Respondents to this Request for Qualifications (RFQ) shall provide documentation demonstrating their experience and ability to successfully perform the work by providing guidance, analysis, and advice regarding the scope of the work to be performed as identified in Article 11 of the Service Agreement. The suggested tasks may include, but not be limited to the following;

Task 1: Monitor and Evaluate Facility Maintenance of CWS's San Jose MRF.

- Conduct independent and un-announced inspections of the operations at the facility at various times during operating hours.
- Verify major repairs or modification of facility equipment are completed as required per the Agreement and approved Processing Operations plan.

Task 2: Monitor Current Market Standards for material categories.

- Develop Commodities Brokers Group and meet with members on a regular basis.
- Develop Peer Recyclable Material Facilities Group and meet with members on a regular basis.
- Update and report on Market Standards for processed material.
- Assess Contractor processing operation to achieve Highest and Best use based on current Market Standards.

Task 3: Monitor Materials Recovery Operations – MRF.

- Review current Recovery Operations and compare to MRF Operations Processing Plan.
- Review Contractor's operations related to the ability to provide all sorting and processing service required under the Service Agreement.
- Assess Contractor's internal controls to preclude the commingling of Recyclable Materials.
- Assess Contractor's Load Screening program.
- Assess whether Contractor is achieving highest and best use of marketed material to attain Market Standards per Section 11 of the Agreement.
- Observe the content and residue from sorting operations.
- Assist City staff in the review and approval development of alternative processing facilities as necessary.
- Verify that CWS has appropriately notified the City of any significant events as defined by the Service Agreement.
- In the event that an alternate facility is used, QACC may inspect and observe operations to verify alternate facility is in compliance with SFD Recycling Service Agreement related to processing and review record keeping.

Task 4: Inspect, Review and Verify Facility and Operation Records.

- Review Monthly collection and processing data reports required under Agreement with City.
- Verify material received, stored, and shipped is reconciled on a weekly basis.
- Review employee training as it relates to the processing of recyclables pursuant to the Service Agreement.

Task 5: Reporting.

- Following each inspection, the consultant shall complete a simple form documenting date and extent of each inspection. Any area that needs immediate attention will be identified on the form and a phone call will be placed to the City representative. Each form should be completed and reviewed with CWS at the time of inspection. Copies should be provided to CWS and the City.

- No more than 30 calendar days after the end of each quarter and fiscal year the consultant shall furnish a report to CWS and the City. Included in this report will be inspection results, action items to be taken and a progress status report. The quarterly and annual reports shall include more information than the inspection reports. At minimum the reports should include summary information and recommendations.

SECTION 4. TERM OF PROJECT AND COMPENSATION

The project start date shall begin the first day the contract is officially executed. The estimated contract term is from May 1, 2007 through to June 30, 2009. Total Compensation under this contract shall not exceed \$200,000.

SECTION 5. ADMINISTRATIVE INFORMATION

5.1 Respondent Point of Contact

The City requires that a single point of communication be established with each Respondent. Please indicate in your response to the RFQ the individual who will represent the Respondent during this information gathering process. Please include the following information:

Name
Title
Company
Mailing Address
Telephone Number
FAX Number
E-mail Address

5.2 RFQ Coordinator

Upon release of this RFQ, any questions related to the RFQ are to be directed to Ms. Gallegos. The address and telephone number are:

Kristina Gallegos
Environmental Services, Integrated Waste Management
200 East Santa Clara St., 10th Floor
San José, CA 95113
(408) 975-2520
Email address: kristina.gallegos@sanjoseca.gov

5.3 Estimated Schedule

Dates	Tasks
2/12/07	Issue RFQ for consultant services
2/21/07	Mandatory Pre-proposal Meeting
2/28/07	Last day for respondents to submit questions
3/16/07	RFQ responses due
3/22/07	Interviews (if needed)
3/28/07	Select Final Consultant
4/24/07	Award Contract
5/1/07	Consultant begins work

5.4 Selection of Consultant

The City may select the Consultant based on the qualifications and rate schedule provided in the submittal or the City may choose to conduct an interview either by phone or in person at the City's facility to discuss the Respondent's qualifications. Respondents must demonstrate their ability to perform the above tasks and must submit a compensation schedule showing hourly rates by classification for the above work. If an interview is requested, the target date for such interviews will be March 22 2007. The City will be under no obligation to reimburse Respondents for their time or travel expenses to such a meeting.

5.5 Ownership of Information

Information gathered by a Respondent under a contract with the City shall be the sole property of the City. The City is subject to the Public Records Act, California Government Code Section 6250 et seq. The City cannot represent or guarantee that any information submitted in response to this RFQ will be confidential.

5.5.1 Confidentiality

The successful consultant shall not use the information received at CWS's facility for any purpose other than for the performance of services for the City. The consultant agrees not to disclose any such information gathered as a result of this contract to 1) CWS or the City, 2) as authorized by the CWS and the City, or 3) as required by law.

5.6 Cost of Preparing Responses

The City of San José shall not be liable for any costs incurred by Respondents in the preparation, submittal, or presentation of materials submitted in response to this RFQ.

5.7 Nondiscrimination

The selected Consultant shall, in the performance of the Agreement, be required to comply with all applicable federal, state, and City nondiscrimination laws and regulations.

5.8 Insurance Requirements

The selected firm will be required to carry the following insurance :

- A. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, property damage. If Commercial Liability Insurance or other form with a general aggregate is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- C. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
- D. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.
- E. Inclusion of CWS as an additional insured on liability policies may be required.

5.9 Contracting Preference for Local and Small Businesses

It is the policy of the City of San José to encourage local and small business activity. Effective June 18, 2004, the City adopted Ordinance 27136, which established a Local and Small Business Preference Policy for the procurement of supplies, materials, equipment, general services and consulting services. In order for your company to be eligible for local and/or small business preference, you must complete Attachment A, Request for Contracting Preference for Local and Small Businesses. If you fail to submit a completed form with your response to this RFQ, your company will be denied consideration for local/small business preference. This information cannot be submitted after the March 16, 2007 response due date.

5.10 Conflict of Interest

Each Respondent must complete the Conflict of Interest Form, Attachment D, for each person who will be assigned to perform services and must submit the Forms with the response to this RFQ. Failure to submit a completed Conflict of Interest Form for each person identified in the response as a person who will be assigned to this project may result in rejection of the response.

5.11 Mandatory Pre-proposal Conference

A mandatory Pre-Proposal Conference will be held at 9:30 a.m. PST, on Wednesday, February 21, 2007, in Room T10-47 located at 200 East Santa Clara Street, San Jose, CA 95113.

NOTE: Attendance at the Pre-Proposal Conference is Mandatory.

Proposers whose designated representative(s) do not attend the Pre-Proposal Conference will not be allowed to continue in this RFQ process, and their proposals, if submitted, shall be disqualified. Designated representatives must work directly for the company submitting the proposal.

SECTION 6. SUBMISSION OF RESPONSES

This section is intended to serve as a guide for Respondents in preparation of their RFQ responses. Certain items listed in this section are mentioned elsewhere in this RFQ. **CITY WILL NOT CONSIDER JOINT PROPOSALS.**

6.1 Response Date and Location

An original plus five (5) copies of the Respondent's submittal in its entirety are due at the City of San José, Environmental Services Department address specified in Section 5.2 by 4:00 pm March 16, 2007.

6.2 Format

Responses should be prepared on standard 8 1/2" x 11" recycled content paper, printed double-sided when appropriate. Fold-outs containing documentation of previous work are permissible.

6.3 Content

Firms interested in responding to this RFQ should submit the information requested below:

A. Respondent's contact.

The individual who will act as the primary contact for the Respondent through the RFQ process must be identified, including the person's position in the organization. A mailing address, telephone number, and email address are to be included.

B. Understanding of the work and proposed scope of services.

The City has provided specific information related to the processing requirements of the Service Agreement along with a list of possible tasks to be performed. Each proposer is required to provide a detailed description of their understanding of the services to be provided to the City as requested in this RFQ along with a detailed scope of services. In preparing scope of services, proposers should be aware that the City is interested in obtaining new and innovative ideas related to the monitoring of the Service Agreement. In addition, the City is interested in understanding how a proposer will accomplish a particular task. For example, for the task "Develop Peer Recyclable Material Facilities Group" proposers should explain what that term means to them; who they would include in the group, what the group will accomplish and how they will obtain the cooperation of the group members.

Proposers should not assume that the tasks listed in Section 3 above are all inclusive, but instead should develop their own scope of services based on their review of the Service Agreement and other documents along with any additional information that may be provided by the City in response to questions.

C. Respondent's project organization chart and description.

D. List of key personnel who will be working on the project and relevant education, training and experience and a completed Conflict of Interest Form for each person.

E. A detailed rate schedule including hourly rates for all staff members involved in each task listed in Section 3, along with expected expenses, and other pertinent costs.

F. Description of any past and current projects that demonstrate experience in performing tasks listed in Section 3. Experience working on a similar project of scope and size is preferred.

G. 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.

H. References, Attachment B, from previous clients for which the Respondent performed tasks similar to those listed in Section 3.

- References must include project title, name of firm for which the project was performed, dates for which the project was performed, title, name, address, and phone number of contact person.

I. Provider Form, Attachment C, certifying the accuracy of the information provided in response to this RFQ.

SECTION 7. RIGHT OF REFUSAL

The City reserves the right to enter into Agreements for none, a portion, or all of the work outlined in this REQUEST FOR QUALIFICATIONS. The City reserves the right to reject all firms submitting qualifications for this REQUEST FOR QUALIFICATIONS.

Attachment A

City of San Jose Request for Contracting Preference for Local and Small Businesses			
<p>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.</p> <p>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 (<i>regardless of where they are located</i>) of your firm is 35 or fewer.</p> <p>There are two ways in which the preference can be applied. In procurements where price is the determinative factor (<i>i.e. there are not a variety of other factors being considered in the selection process</i>) 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 \$200 per item and a LBE 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.</p> <p>In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an additional 5% to 10% points in the scoring of their proposal.</p>			
<p>The following determinations have been made with respect to this procurement: (for official use only)</p>			
Type of Procurement	<input type="checkbox"/> Bid	<input checked="" type="checkbox"/> Request for Quote	<input 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	
<p>In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.</p>			
Business Name			
Business Address			
Telephone No.			
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)
<p>*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE In order to qualify as an LBE you must provide the following information:</p>			
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:			
<p>**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business --NOT just local employees, or employees working in the office address given above.</p>			
Please state the number of employees that your Business has:	<input style="width: 50px; height: 20px;" type="text"/>		
<p>Based upon the forgoing information I am requesting that the Business named above be given the following preferences (<i>please check</i>): <input type="checkbox"/> Local Business Enterprise <input type="checkbox"/> Small Business Enterprise I declare under penalty of perjury that the information supplied by me in this form is true and correct.</p>			
<p>Executed at: _____, California Date: _____ Signature _____ Print name _____</p>			

Attachment B

PREVIOUS CUSTOMER REFERENCE WORKSHEET

You must provide two references. Please copy this form as appropriate.

1. Customer Company:

Customer Address:

2. Customer Contact (Name & Title):

Phone No.:

3. Provide a brief description of the work that you are performing for this customer:

4. What is the term of the agreement for which this work was performed?

Start Date mm/dd/yy

End Date mm/dd/yy

5. Annual dollar value of Contract: \$

6. Type of Contract: firmed fixed price, time and material, not to exceed, cost plus fixed fee, other (if "other" please indicate) :

Attachment D
Provider Form

PROVIDER

Company
Name:

Address:

Telephone:

Facsimile:

Contact person: name & title,

E-mail address,

Telephone and fax number.

PROVIDER'S REPRESENTATIONS

Provider understands, agrees, and warrants:

1. That Provider has carefully read and fully understands the information that was provided by the City to serve as the basis for submission of this proposal.
2. That Provider has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That all information contained in the proposal is true and correct to the best of Provider's knowledge.
4. That Provider did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Provider in regard to the amount, terms, or conditions of this proposal.
5. That Provider did not receive unauthorized information from: Any City staff member or Consultant during the Proposal period except as provided for in the Request for Qualifications package, addenda thereto, or the pre-proposal conference.
6. That by submission of this proposal, the Provider acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Provider and Provider hereby grants the City permission to make said inquiries, and to provide any and all requested documentation in a timely manner.

PROVIDER'S SIGNATURE

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Provider 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.

- 1. If Provider is an INDIVIDUAL, sign here (include a notarized affidavit attesting to the authenticity of said signature):

Date: _____

Provider's Signature

Provider's Typed Name and Title

- 2. If Provider is a CORPORATION, the duly authorized officer(s) shall sign as follows:
The undersigned certify that they are respectively:

_____ and _____
Title Title

of the corporation named below; that they are designated to sign this Provider Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____

Attachment B

CONFLICT OF INTEREST FORM

To be completed by each consultant that will be assigned this project:

NAME

DATE

PROPOSED ASSIGNMENT: Consultant for City of San José Integrated Waste Management QACC

In order for the City to assess whether the personnel proposed to be assigned by the successful Respondent to work on the Proposed Assignment have a conflict of interest; this form must be completed by each person that the Respondent 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?		
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 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?		

<p>If the answer is yes to any of the above questions, please provide the name of the company and the amount of the stock or investment.</p>		
<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 name of employer, nature of services provided and if the dates employed or retained</p>		
<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 payor/donor and the date of receipt.</p>		
<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 a 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 the property.</p>		
<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) Does your spouse or a dependent 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>		

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

Print Name

Date