

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000004810
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Environmental Services	DATE: 02/06/2012
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SUBJECT: Agreement with Cascadia Consulting for Waste Characterization Services

PRIMARY CONTACT (NAME, PHONE): Meghan Cannis, 858-492-5009 MS 1103-B	SECONDARY CONTACT (NAME, PHONE): Ken Prue, 858-492-5085 MS 1103-B
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND	700039				
DEPT / FUNCTIONAL AREA	OTHR-00000000-ES				
ORG / COST CENTER	2115121101				
OBJECT / GENERAL LEDGER ACCT	512059				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$339,000.00	0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

**COST SUMMARY (IF APPLICABLE):** Total projected cost for the contract with Cascadia Consulting Group Inc. is \$339,000 and will be paid out of the Refuse Disposal Fund # 700039. Fiscal Year expenditure breakdown is as follows: FY12 - \$20,000; FY13 - \$210,000; FY 14 - \$109,000

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Financial Management	ORIG DEPT.	Gonaver, Chris	2/6/2012
Liaison Office	CFO		
Comptroller	DEPUTY CHIEF		
Environmental Analysis	COO		
Equal Opportunity Contracting	CITY ATTORNEY	Lowenberg, Grace	
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:     RESOLUTIONS     ORDINANCE(S)     AGREEMENT(S)     DEED(S)

1. Authorize the Mayor, or his designee, to execute an agreement with Cascadia Consulting Group, Inc., for Waste Characterization Services for a three-year term, with an option to renew the agreement for up to one additional one-year period.

2. Authorize the Chief Financial Officer to expend an amount not to exceed \$339,000 from Refuse Disposal Fund No. 700039 for purposes of the agreement, contingent on passage of the Annual Appropriations Ordinance for the applicable fiscal year and contingent on the City Comptroller first furnishing one or more certificates demonstrating that funds are available for the agreement.

**STAFF RECOMMENDATIONS:**

Approve the requested action

**SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)**

**COUNCIL DISTRICT(S):** All

**COMMUNITY AREA(S):** All

**ENVIRONMENTAL IMPACT:** This activity is information gathering to provide basic data, which is categorically exempt pursuant to State CEQA Guidelines §15306

**CITY CLERK INSTRUCTIONS:** Send copies of Resolutions to Meghan Cannis at MS 1103-B.

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 02/06/2012

ORIGINATING DEPARTMENT: Environmental Services

SUBJECT: Agreement with Cascadia Consulting for Waste Characterization Services

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Meghan Cannis/858-492-5009 MS 1103-B

**DESCRIPTIVE SUMMARY OF ITEM:**

Cascadia Consulting Group, Inc. (Cascadia) has been chosen to be the service provider for a comprehensive waste characterization study, subject to City Council approval. The proposed agreement is for a three-year term, with an option to renew for an additional one-year period at the City's sole discretion. The decision to award the contract to the consultant was made based on the technical evaluation of responsiveness to the RFP requirements and the best overall value to the City.

**STAFF RECOMMENDATION:**

Approve the requested action

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

After a competitive bid process, Cascadia Consulting Group, Inc. (Cascadia) has been chosen to be the service provider for a comprehensive waste characterization study, subject to City Council approval. The proposed agreement is for a three-year term, with an option to renew for an additional one-year period at the City's sole discretion. The decision was made based on the technical evaluation of responsiveness to the RFP requirements and the best overall value to the City.

The City of San Diego released an RFP for a Waste Characterization Study on May 25, 2011. A waste characterization study analyzes the waste delivered to the landfill into material types by sorting, weighing, and categorizing samples. The main deliverable is a final report summarizing the sample analysis, which will be used by ESD to develop and enhance recycling and waste diversion programs for the next several years. The City's last waste characterization study was completed in 2000 by Cascadia.

Since the 2000 study, the City has adopted and fully implemented two major waste diversion programs: the City Recycling Ordinance and the Construction and Demolition Debris Diversion Deposit Program (San Diego Municipal Code Chapter 6, Article 6, Divisions 6 & 7). Staff has various metrics for evaluating the effect of the Ordinances on disposal and recycling, but the most comprehensive and scientific technique is through a waste characterization study.

The study is designed to have minimal impacts to landfill customers. City staff will work with City Collections Division, 32nd Street Naval Base, and Franchise waste haulers to pre-designate sample loads so as to minimize impacts to refuse service times.

**FISCAL CONSIDERATIONS:**

Total projected cost for the contract with Cascadia Consulting Group Inc. is \$339,000 and will be paid out of the Refuse Disposal Fund # 700039. Fiscal Year expenditure breakdown is as follows: FY12 - \$20,000; FY13 - \$210,000; FY 14 - \$109,000

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):**

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Sections 22.2701 through 22.2708) and Non Discrimination in Contracting Ordinance (SAN DIEGO MUNICIPAL CODE SECTIONS 22.3501 THROUGH 22.3517).

**PREVIOUS COUNCIL and/or COMMITTEE ACTION** (describe any changes made to the item from what was presented at committee): None

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:** None

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

The City, City residents and businesses, and other County Jurisdictions.

Gonaver, Chris

Originating Department

\_\_\_\_\_  
Deputy Chief/Chief Operating Officer

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND  
CASCADIA CONSULTING GROUP, INC. FOR CONSULTING  
SERVICES FOR A WASTE CHARACTERIZATION STUDY.

This Agreement is entered into by and between the City of San Diego, a municipal corporation, (City) and Cascadia Consulting Group, Inc. (Cascadia), a Washington corporation, individually referred to as "Party" and collectively as "Parties," for consulting services for a waste characterization study.

RECITALS

WHEREAS, the City issued Request for Proposal No. 10015022-11-W for a waste characterization study, a true and correct copy of which is attached hereto as Exhibit "A."

WHEREAS, the City subsequently issued Addendum "A" to Request for Proposal No. 10015022-11-W, a true and correct copy of which is attached hereto as Exhibit "B."

WHEREAS, Cascadia submitted a proposal in response to Request for Proposal No. 10015022-11-W, as amended by Addendum A, a true and correct copy of which is attached hereto as Exhibit "C."

WHEREAS, the City issued a request for a best and final offer by letter dated July 29, 2011, a true and correct copy of which is attached hereto as Exhibit "D."

WHEREAS, Cascadia submitted a Best and Final Offer Dated August 5, 2011, a true and correct copy of this is attached hereto as Exhibit "E."

WHEREAS, the City and Cascadia desire to enter into this Agreement for Cascadia to provide consulting services for a waste characterization study in accordance with Request for Proposal No. 10015022-11-W, as amended by Addendum A.

NOW, THEREFORE, in consideration of the above recitals and the terms, provisions, conditions, and obligations expressed herein, the City and Cascadia agree as follows:

AGREEMENT

A. Documents Comprising Agreement. This Agreement consists of this document and all the documents listed below, which are attached hereto as Exhibits A-E and incorporated in full herein, and which together contain all the terms and conditions of this Agreement.

1. The City's Request for Proposal No. 10015022-11-W (Exhibit "A");
2. The City's Addendum "A" to Request for Proposal No. 10015022-11-W, excluding Section
3. Questions and Answers (Exhibit "B");
4. Cascadia's Proposal in response to Request for Proposal No. 10015022-11-W as amended by Addendum A (Exhibit "C");
5. The City's letter inviting a Best and Final Offer for Request for Proposal No. 10015022-11-W dated July 29, 2011 (Exhibit "D");

6. Cascadia's Best and Final Offer for Request for Proposal No. 10015022-11-W dated August 5, 2011 (Exhibit "E")

This Agreement including all the Exhibits incorporated into this Agreement constitute the entire understanding between the City and Cascadia with respect to the subject matter and transactions contemplated by this Agreement. This Agreement including all the Exhibits incorporated into this Agreement supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this Agreement.

B. Precedence of Documents. In the event of a conflict between the terms and conditions of this Agreement and/or its Exhibits, the conflict shall be resolved according to the following order of precedence of documents. The terms and conditions of a document with a lower number shall prevail over conflicting terms and conditions of a document with a higher number. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the documents and between the documents and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Provisions of the documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict and the more specific language will control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

1. This Agreement;
2. The City's Request for Proposal No. 10015022-11-W as amended by Addendum A (excluding Section 6 Questions and Answers) and the City's request for Best and Final Offer dated July 29, 2011 (Exhibits "A," "B" and "D");
3. Cascadia's Proposal, in response to Request for Proposal No. 10015022-11-W as amended by Cascadia's Best and Final Offer letter dated August 5, 2011 (Exhibits "C" and "E").

C. Compensation-Phase Funding.

1. General.

The City will compensate Cascadia in accordance with this Agreement. The total compensation to be paid to Cascadia for all services performed in accordance with this Agreement shall not exceed \$339,000. The City shall compensate Cascadia as described in this Section C.

2. Phase Funding.

The services to be performed under this Agreement shall be performed during the three separate and specific funding phases identified in the Phase Funding Schedule below. The total compensation for each phase shall not exceed the sum identified below for each Funding Phase, unless those sums are modified in writing by an amendment to this Agreement.

PHASE FUNDING SCHEDULE

<u>Funding Phase</u>	<u>Fiscal Year</u>	<u>Total Phase Compensation</u>
1	FY12	\$ 20,000
2	FY13	\$ 210,000
3	FY14	<u>\$ 109,000</u>
	Total Compensation	<u>\$ 339,000</u>

3. Services and Compensation Subject to Appropriation.

It is expressly agreed that the services and compensation for Funding Phases 2 and 3 identified in Section C.2 above are subject to funds being appropriated and authorized by the San Diego City Council for those services and compensation. The City's obligations and Cascadia's obligations under this Agreement, which are subject to multiple phase funding authorizations, are as follows:

3.1 Funds availability for performance of services is described in the Phase Funding Schedule set forth in Section C.2 above. The amount of funds available at the time of execution of this Agreement is not considered sufficient for the performance required for any Funding Phase other than the first Funding Phase. When additional funds are available for the full requirements of the next Funding Phase, the City will, not later than the date specified in the Phase Funding Schedule for commencement of the next Funding Phase (unless a later date is agreed to by the City and Cascadia), so notify Cascadia in writing. The City will also modify the amount of funds available for Agreement performance as described in the Phase Funding Schedule. This procedure shall apply for each successive Funding Phase.

3.2 The City is not obligated to Cascadia for any amount in excess of the amount specified in the Funding Phases authorized by the City Council.

3.3 Cascadia is not obligated to incur costs for the performance of work required for any Funding Phase after the first Funding Phase, unless and until written notification is received from the City of an increase in availability of funds. If so notified, Cascadia's obligation shall increase only to the extent of the performance required for the additional Funding Phase for which funds are made available.

D. Term of Agreement. The Term of this Agreement shall be for a period of three years from the date specified in the Notice to Proceed. This Agreement shall be effective on the date executed by the last Party to sign it and approved by the City Attorney in accordance with San Diego Charter section 40.

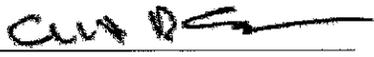
E. Option to Renew. The City reserves the option to renew this Agreement for up to one additional one-year period under the terms and conditions stated in the Agreement and as more fully described in Request for Proposal No. 10015022-11-W, Section I. General Contract Clauses, Subsection I.05. Option to Extend Services/Term.

F. Incorporation of Exhibits. All exhibits referenced herein are considered to be part of this Agreement and are incorporated in full herein by this reference.

IN WITNESS WHEREOF, the City and Cascadia each have caused their duly authorized representatives to execute this Agreement.

Cascadia Consulting Group, Inc.

City of San Diego,  
a Municipal Corporation

By: 

By: \_\_\_\_\_

Name: Charles R. Scott

Jeffrey Baer  
Director, Purchasing & Contracting

Title: Vice President

Date: \_\_\_\_\_

Date: February 9, 2012

I HEREBY APPROVE the form and legality of the foregoing Agreement between the City of San Diego and Cascadia Consulting Group, Inc., this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

JAN GOLDSMITH, City Attorney

By: \_\_\_\_\_

Grace C. Lowenberg  
Deputy City Attorney

**SECTION C**  
**SCOPE OF SERVICES**

**A. BACKGROUND**

The Environmental Services Department of the City of San Diego is responsible for implementing waste reduction, recycling, and diversion programs. The passing of AB 939 required all jurisdictions in California to divert 50% of their waste by 2000. San Diego reached a 52% diversion rate in 2004 and has steadily increased diversion to 66% in 2009. This added diversion is predominately due to two City-wide recycling ordinances. The City Recycling Ordinance (CRO) requires all commercial properties and multi-family residences to recycle unless they fall below a specified service level thereby making them exempt. The Construction and Demolition Recycling Ordinance requires certain permitted demolition, new construction and remodeling projects to divert 50% of the waste produced during the project. Additionally, there is a surcharge on all C&D loads disposed at Miramar Landfill.

The City of San Diego provides curbside trash collection to 304,061 single family homes; curbside commingled recycling collection to 258,128 single family homes; and curbside yard waste collection to 190,647 single family homes. Commercial properties and multi-family residences are serviced under a non-exclusive franchise system.

The City of San Diego is soliciting proposals for waste characterization assessment services. The general purpose of this work is to document the amounts and types of the various materials in the waste stream that may reasonably be diverted through recycling and other diversion strategies. The City will use this data to enhance and develop recycling program activities and policies.

This Request for Proposal is being issued in order to solicit proposals from qualified Proposers to provide waste characterization assessment services. Interested parties who have successfully performed at least three (3) similar contracts within the past five years (5) are invited to submit a Proposal in response to this RFP.

**B. OBJECTIVE**

The objective of this RFP is to make an award to a qualified Proposer that delivers waste characterization assessment services, which represents best overall value to the City meeting the specifications and requirements of this RFP.

**C. PROJECT FUNDING**

N/A

**D. PRECLUDED PARTICIPATION**

In order to avoid any real or perceived conflicts of interest, the successful Proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

**E. CORE REQUIREMENTS AND DELIVERABLES**

The Proposer shall conduct sampling of wastes, data analysis and compilation and reporting as specified in the Scope of Work. Deliverables shall include hard copies of all tally and sampling sheets, seasonal samples captured, and digital photos of all samples organized into album for each sector and season, ten (10) colors and bound final Waste Characterization Reports, electronic version of all graphs, tables and final Waste Characterization Report. Anticipated timeline is in Table 3 below, the actual timeline shall be determined during contract signing

This Scope of Work is intended to describe the implementation of a waste characterization study for the City of San Diego, herein referred to as the "City". This study shall be comparable with prior waste characterization studies in order to measure the impact of recent diversion programs (see Appendix A, 1999-2000 Waste Composition Study). The work to be performed includes:

1. Designing a cost-effective and efficient approach to collection of City of San Diego waste stream data
2. Collaborating with City representatives to identify and coordinate sampling sector sources
3. Implementation of measures to ensure accuracy of data collected
4. Performing all field work including selecting and sorting samples, and recording field data
5. Conducting a separate concurrent self-haul study
6. Data entry and analysis
7. Preparing and submitting regular progress reports and interim data to the City's contract manager during the project
8. Preparing and submitting a final report
9. The Proposer will conduct three (3) seasonal waste characterization studies at the Miramar Landfill. Two (2) parallel sampling studies will be undertaken each season: each season will include sorted sampling from City residential, commercial, and military wastes, as well as an observation self-haul study based on vehicle types. The City is also considering a third parallel study of contamination in source separated green collections. To meet the requirements

and to fulfill the scope of this Proposal, the Proposer shall complete the following four (4) tasks and, at the discretion of the City, the optional fifth (5) task. The City, in agreement with the Proposer, may modify the work plans based on new information gathered during the contract term. Tasks below are broken down based on Proposer and City responsibilities within each task.

F. TASK 1: DESIGN AND DEVELOPMENT OF SAMPLING PLAN AND RESEARCH PROTOCOL

The target for this task is for the City and Proposer to establish appropriate sampling plans based on generating sectors and waste routes to achieve a ninety percent (90%) confidence interval or higher for all data. See Attachment 1 and 2 for a description of the generating sectors and the factors that contribute to the overall composition of the waste.

1. Proposer Responsibilities

Review suggested sorted sample totals for each sector to assess expected confidence intervals and make recommendations. See Table 1.

Review suggested visual samples for self-haul study to assess expected confidence intervals and make recommendations. See Table 2.

Review proposed material types and develop definitions for each material. See Attachment 3.

Meet with City representatives, on an as needed basis and at the City's discretion, to clarify study objectives, and discuss methodology for selecting and recruiting representative samples from waste haulers and City collection routes before completing detailed plans for the waste characterization study. The City anticipates three (3) meetings in addition to the kick-off meeting.

Submit a sampling plan and proposed sampling schedule/timeline to City representative within 2 weeks of receipt of notice to proceed for final approval. The schedule/timeline shall show the dates during which the seasonal studies will be conducted and when the required reports will be submitted.

Ensure that the methodologies utilized to conduct the studies are in accordance with the California Code of Regulations (Title 14, Chapter 9, Article 6.1: Solid Waste Generation Studies and Solid Waste Disposal Characterization Studies).

2. City Responsibilities

Meet with Proposer to determine methodology for selecting and recruiting representative samples from waste haulers and City collection routes.

Coordinate with franchise waste haulers to create special sector loads for delivery to sample site.

Coordinate with City Collections Division to deliver loads from each region to sample site.

Provide hard copy or electronic pdf examples of tonnage and sector reports from the City's Automated Weighing System.

G. TASK 2: FIELD SAMPLING AND SORTING, AND SPECIAL SELF-HAUL STUDY

The target for this task is to execute the finalized sampling plan and conduct three (3) seasonal field studies sorting and observing waste at Miramar Landfill. Miramar Landfill is open 7 days a week 361 days a year. Hours are Monday- Friday 7:00 a.m. to 4:30 p.m.; Saturday - Sunday 7:30 a.m. - 4:30 p.m.

H. PROPOSER RESPONSIBILITIES

1. Train City representative in sampling methodology and permit him or her to conduct sample sorting.
2. Provide all personnel needed to conduct field studies and ensure they are qualified and properly trained in safety and waste handling procedures.
3. Provide a Site Manager for all field studies.
4. Alert City representative if hazardous wastes are discovered in a sorted sample so that they can be appropriately disposed.
5. Provide all equipment and materials for conducting the field studies including safety equipment, personnel protective equipment, traffic control cones, barricades, scales, and other equipment deemed suitable and necessary for this project.
6. Collect data on sector or origin, truck type, and any notes or unusual circumstances for each load sampled. For military loads, identify military base of origin, if from a single base.
7. Collect samples weighing at least 200 lbs, with no more than one sample per vehicle (except for observational self-haul study and curbside greenery study).

8. Digitally photograph each sample before sorting with a “story board” in each photo identifying the date, time, sector sampled, number (#) of the sample, etc.
9. Complete sampling and/or sorting of all designated loads before 4:30 p.m. each day so that landfill operations can bury all samples by the end of each day.
10. Include Saturday sampling in self-haul vehicle study.
11. Each day of sampling, provide City representative with a breakout of the number of samples taken within each of the sectors outlined for the previous day. Please use format in Table 2 (or similar).

I. CITY RESPONSIBILITIES

Provide, or cause to be provided, municipal solid waste as required for executing sampling plan.

Provide sufficient area at the landfill as necessary for the Proposer to safely conduct the field studies, without charging disposal fees to the Proposer. Area will be sufficiently close to working face so that wastes may be moved from work area without cost to proposer.

Provide handling and proper disposal of any hazardous wastes discovered in samples.

Provide a representative to be trained by Proposer in field sampling methodology.

Provide training for filling out sector breakout outlined in Table 2.

Table 1: Commercial, Residential, and Military Waste

<b>Sorted Samples</b>	
<b>Strata</b>	<b>Total</b>
Single Family With Recycling	30
Single-Family With Recycling And Yard	30
Multi-Family	30
<b>Total Residential</b>	<b>90</b>
Commercial Front Loader	20
Commercial Open Drag-On	20
Commercial Compactor Drag-On	20
<b>Total Commercial</b>	<b>60</b>
Military Refuse	7
Military C&D	7
<b>Total Military*</b>	<b>14</b>
<b>Overall (Total est. Samples per Season)</b>	<b>164</b>
*Ratio of military self-haul vs. contract hauler to be kept proportional	

Table 2: Self-Haul Vehicle Study

## Observational Samples for Vehicle Type Study

Source	City Dept.	Commercial	Military	Residential	# of Samples
Flat Rate Vehicle					67
Small/ Medium Trailers					40
Medium Heavy Truck					30
Heavy/ Three Axle Truck					10
Modified Pickup					30
Large/ Double Axle Trailers					30

Total Observational Samples for Self-Haul Study

207

J. TASK 3: DATA ENTRY AND ANALYSIS

The target for this task is to compile all field data in to Excel 2007 spreadsheets and analyze.

1. Proposer Responsibilities

- a. Perform all data entry and analysis
- b. Conduct quality control measures to ensure accuracy of data entered
- c. Provide standard statistical analysis for each sector and subsector to determine average composition, standard error, and confidence interval at the ninety percent (90%) confidence level.
- d. Provide final count of samples captured during each season to City representative within two (2) weeks of end of the season.

2. City Responsibilities

Review final sample count reports submitted by proposer

K. TASK 4: FINAL REPORT AND PRESENTATION OF RESULTS

The target for this task is to compile a report that describes the purpose, study methodology and sampling plan and that summarizes the essential composition findings for each waste sector, in collaboration with City Representative.

1. Proposer Responsibilities

Deliver, within sixty (60) days after the completion of the final seasonal study, the draft Waste Characterization Report to City representative for review with the following components:

- a. Overall waste composition analyses for all waste disposed from the City of San Diego and by generator type.
- b. Overall waste composition analyses for self-haul vehicle study.
- c. Waste composition analyses for single family residences and present the differences between those with only recycling services and those with recycling and yard waste services.
- d. Waste composition analyses for multi-family residences.
- e. Waste composition analyses for commercial loads.
- f. Waste composition analyses for military facilities.
- g. Waste composition for the 6 different vehicle types identified in the observational study.
- h. Contamination and composition analysis of Curbside Greenery loads.

- i. Provide comparability, and/or comparison, with prior waste characterization studies.
- j. Provide an Analysis of Variance for seasonal variations for all generating sectors.
- k. Provide hard copies of all sample reports.
- l. Provide USB drive(s) with all sample photos labeled by generating sector and organized by season.
- m. Deliver ten (10) color bound copies, and one electronic pdf version of finalized Waste Characterization Report, as amended and/or with the inclusion of feedback from City representative, within twenty (20) business days.

**L. CITY RESPONSIBILITIES**

1. Provide tonnage reports from City's Automated Weighing System.
2. Review, within fourteen (14) business days, draft Waste Characterization Report and provide written feedback and/or amendments to Proposer for finalized report.

**M. TASK 5 (OPTIONAL - AT DISCRETION OF CITY): SEASONAL GREENERY CONTAMINATION STUDY**

The target for this task is to conduct a three (3) season study of curbside greenery material. This will entail the complete sorting of a minimum of four (4) residential automated green waste collection loads weighing approximately seven (7) tons per load. Proposer shall weigh and separate contamination from yard waste into two (2) contamination categories, and provide compositional analysis in the final Waste Characterization report. The City will use this information to access education and outreach efforts done in-between seasons to residents on the routes sampled from.

**1. Proposer Responsibilities**

- a. Provide Site Manager to train and oversee Alpha Project crew and City Representatives in the sorting of automated yard waste loads weighing approximately seven (7) tons each.
- b. Provide all materials needed to conduct field sampling, including scales, gloves, tally sheets, and other equipment deemed suitable and necessary for this task.
- c. Take photos of each load before sorting and of residual contamination after sorting. Each photo shall contain a "story board" identifying the route number, date, and category.
- d. Provide sorting of loads during the hours of 8:00 a.m. -3:00 p.m. only.
- e. Provide all data entry and analysis of study.
- f. Provide comparability with prior automated greenery contamination studies, which will be provided by City Representative.

- g. Provide draft and final report of study in conjunction with Task 4.

2. City Responsibilities

- a. Provide, or cause to be provided, source separated residential automated green waste loads at no charge to the Proposer.
- b. Provide a space, at the Miramar Greenery, to conduct sorting & weighing.
- c. Provide one (1) heavy duty loader and one (1) Equipment operator to assist in the spreading of loads.
- d. Provide three (3) Alpha Project crew members to conduct sorting and assist with weighing.
- e. Provide total load weight from City’s Automated Weighing System.
- f. Provide copies of prior automated greenery contamination studies.
- g. Review, within fourteen (14) business days, draft Greenery Contamination Study within Waste Characterization Report and provide written feedback and/or amendments to Proposer for finalized report.

The SOW is a summary of what the Proposer is to accomplish, which may be stated in terms of core requirements and deliverables. The SOW is what the Proposer is to accomplish stated in a clear and complete description of work to be performed: clear cut division of responsibility between the City and the Contractor; does not exceed the City’s actual need; not restrictive and need is stated in terms of what the market can satisfy. Details of the SOW are delineated in Section II, Specifications.

N. SCOPE OF WORK

Proposers shall complete all tasks as specified in the Scope of Work.

1. Core Requirements, Deliverables and Timeline

Table 3: Anticipated Timeline

Activity	Tentative Date
Request for Proposal Issued	May 25, 2011
Pre-Proposal Meeting	June 8, 2011
Written questions due to City	June 10, 2011
Proposal due to City	Tentatively June 30, 2011
Notice of Selection	45 days after Closing
Kick-off Meeting	TBD- Estimate October , 2010
Fall Season Study	October/ November, 2010
Winter Season Study	February/March 2010

Activity	Tentative Date
Summer Season Study	July 2011
Draft Final Report	60 days after July 2011 study
Final Report	90 days after City comment on Draft

O. USE OF STANDARDS

N/A

P. TRAINING

N/A

Q. LICENSES

N/A

R. MAINTENANCE, SUPPORT AND UPDATES

N/A

S. WARRANTY

N/A

T. QUALITY CONTROL

1. The proposer shall analyze the data collected in accordance with the California code of regulations (Title 14, Chapter 9, Article 6.1: solid waste generation studies and solid waste disposal characterization studies.
2. The use of standards generally includes international, federal, and state, county, municipal and manufacture's standards.
3. Proposer shall adhere to strict quality control procedures as set forth in their proposal, and contained in this Request for Proposal, that ensure the integrity of all field data including the entry of that data in to spreadsheets. Any errors or discrepancies in data discovered by quality control activities shall be resolved by the proposer.
4. These procedures should keep control of the required quality in accordance with the specifications.

U. INSTALLATION, TESTING AND ACCEPTANCE

N/A.

V. SAFETY AND ACCIDENT PREVENTION

The Proposer shall take all precautions necessary and shall bear sole responsibility for the safety of the work, the safety and adequacy of the methods and means it employs in performing the work, and the safety of all employees performing the work and all other persons who may be affected thereby.

Proposer and their employees shall conduct themselves in a proper and efficient manner at all times. Employees shall be fully clothed in suitable attire including personnel protective equipment. The City Representative may require the Proposer to remove from the work site any employee(s) deemed careless, incompetent, or whose continued employment on the site is considered to be contrary to the best interests of the City.

The Proposer shall, at all times in the performance of the work, comply with and provide safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970; and all applicable state labor laws and the regulations and standards issued there under. The Proposer shall require and verify adherence to these standards by any sub-contractor and supplier it employs in the performance of this service.

Generally any federal, state, county or municipal safety and accident prevention requirements should be specified, i.e., Occupational Safety and Health Administration (OSHA), a regulatory office of the US Department of Labor.

W. DOCUMENTATION AND REPORTS

N/A

X. PROPOSERS IMPLEMENTATION PLAN

Proposer shall include an implementation plan proposing technical approach and how proposer intends to provide the work plan as previously specified.

Y. CUSTOMER SERVICE?

N/A

Z. COOPERATION AND TRANSITION

Proposer shall cooperate with the City at the expiration of the contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

AA. CONTRACTOR'S WORK SITE

N/A

BB. QUALIFICATIONS AND EXPERIENCE

1. Proposer shall have completed a minimum of ten (10) waste characterization studies, five (5) of which were within the state of California. Proposer shall provide three (3) samples of waste characterization final reports produced under contract. Proposer shall provide a summary of the purpose, principle activities and history of their organization. Include an organizational chart depicting the names and job titles of your proposed contract administrator, project manager, site manager, and other key staff. Please indicate if samplers will be employees of your company, subcontractors specializing in this field, hired from a temporary agency, or hired on a per diem basis.

Project manager and site manager shall each have completed a minimum of five (5) waste characterization studies of comparable scope. Proposer shall provide a brief summary, citing specific examples, of the project Manager, site manager and samplers previous role in waste characterization studies, data management, and sampling.

While the City does not require that all samplers have previous experience sorting samples in waste studies this is a highly desirable qualification. Please indicate the percent of samplers that have previous experience sorting solid waste, and/or conducting observational samples in comparable waste studies.

CC. OPTIONAL SERVICES

N/A



## **REQUEST FOR PROPOSAL (RFP)**

**RFP NO.: 10015022-11-W**

### **Waste Characterization Study**

<b>RFP Release Date:</b>	<b>May 25, 2011</b>
<b>Recommended Pre-Proposal Conference:</b> See Section L.1 of this RFP for conference details.	<b>June 8, 2011</b> <b>At 10:00 a.m., PT</b>
<b>Date Written Questions/Comments Due:</b> See Section L.1 of this RFP for question/comment instructions.	<b>June 10, 2011</b> <b>On or before 5:00 p.m., PT</b>
<b>Proposal Closing:</b> <b>On or before 4:00 p.m. PT to the</b> Purchasing & Contracting Department 1200 Third Avenue, Suite 200 San Diego, CA 92101	<b>June 30, 2011</b>
<b>Term of Contract:</b>	<b>Three (3) Years from Notice to Proceed,</b> <b>with one (1) year one (1) option period.</b>
<b>License(s) Required:</b>	<b>N/A</b>
<b>Contact Name and Information:</b>	<b>Bill Broderick, CPPB/muw</b> <b>Procurement Specialist</b> <b>(619) 236-6653619)</b> <b>Wbroderick@SanDiego.gov</b>

**Purchasing & Contracting Department**  
**1200 Third Avenue, Suite 200**  
**San Diego, CA 92101**

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## **RFP Document**

Contractors need to review this document carefully. An explanation of the sections and parts are outlined below:

- o Sections A-J will form the body of the contract once both parties have signed Section A. Upon award and acceptance of the proposed work, these sections become the contract with the Contractor (Contractor/Vendor/Consultant) and THE CITY OF SAN DIEGO and may include attachments containing terms, conditions and/or pricing specific to the product or service being rendered. Section J contains all attachments or additional supporting information.
- o Sections K-M contains the representations and certifications all Contractors must complete to meet the eligibility requirements (Section K). It also contains the format instructions to Contractors for both the specific product or service and general terms and conditions for all RFPs (Section L). Section M outlines specific information about the eligibility requirements, evaluation criteria and general selection process.
- o Section C contains the scope of services. All items specified in Section C, “Scope of Services” beginning with Paragraph A, “Background ” must be addressed in the proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in this section. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple “Yes”, “No”, or “Comply” responses to stated specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Proposers should also include any other information they feel may be of benefit to the City.
- o Proposers must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Exceptions are deemed rejected unless accepted in writing by the City of San Diego.
- o The purpose of this Request for Proposal is to solicit proposals for a Contractor to provide goods, products and/or services to the City of San Diego.

## Contract Form

This contract is entered into by the City of San Diego, a municipal corporation (“City”), and [contractor] (“Contractor”) for the scope of services specified herein. For good and valuable consideration, the sufficiency of which is acknowledged, the City and Contractor agree as follows:

- A. The Contract Documents are hereby defined as this Contract Form, and Sections A through J. If the provisions within a single Contract Document conflict, the more specific shall control.
- B. Contractor shall be bound by and shall perform in strict conformity with the terms and conditions of this contract.
- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner as are provided for in this contract.
- D. This contract shall be for a period of three (3) year(s) effective on the date as specified in a Notice to Proceed letter which will be issued by Purchasing & Contracting Department only after this contract has been executed by the last party to sign the Signature Page (Section A), and approved by the City Attorney in accordance with San Diego Charter Section 40, with options to extend for one (1) additional one (1) year period in accordance with Section I.05 of this contract.

**SECTION A  
SIGNATURE PAGE**

<b>1. Contract No.:</b>		<b>2. RFP No.: 10015022-11-W</b>	
<b>3. Contract Title: Landfill Waste Characterization Study</b>			
<b>4. Contract Amount:</b>		<b>Prompt Payment Discount Terms: _____ % _____ Days</b>	
<b>5. Term of Contract:</b>			
<b>6. Contractor Name:</b>			
Address:			
City/State/Zip:			
Telephone:			
Contact:		E-Mail Address:	
The City of San Diego Business Tax License Number:			
Federal Tax ID Number:			
<b>7. Contract Table of Contents</b>			
Section A: Signature Page			
Section B: Price Schedule			
Section C: Scope of Services			
Section D: Packaging and Marking (Reserved)			
Section E: Inspection and Acceptance			
Section F: Deliveries or Performance			
Section G: Contract Administration Data			
Section H: Special Contract Requirements			
Section I: General Contract Clauses			
Section J: List of Attachments, Exhibits, or Appendices			
<p><b>8. Signature of Authorized Representative/Contractor</b></p> <p>_____</p> <p>_____</p> <p align="center">(Print Name)</p> <p>_____</p> <p align="center">(Title)</p> <p>_____</p> <p align="center">(Date)</p>	<p><b>• Signature of The City of San Diego Purchasing Agent</b></p> <p>_____</p> <p>_____</p> <p align="center">(Print Name)</p> <p>_____</p> <p align="center">(Title)</p> <p>_____</p> <p align="center">(Date)</p>	<p><b>10. Signature of The City of San Diego City Attorney</b></p> <p>_____</p> <p>Approved for Form and Legality</p> <p>_____</p> <p align="center">(Print Name)</p> <p>_____</p> <p align="center">(Title)</p> <p>_____</p> <p align="center">(Date)</p>	

**SECTION B**

**PRICE SCHEDULE**

Price schedule instructions for Scope Of Services as specified in Section C.

For evaluation purposes pricing should be constructed citing estimated quantities or core requirements and deliverables, which utilize firm fixed pricing or fully burdened labor rates over the contract period.

Part 2 of the Pricing Page will be used for evaluating total cost per sample should the City wish to add additional sampling beyond the estimates specified in the Scope of Work of this RFP.

**Cost Proposal Table**

<b>Cost Proposal RFP EP</b>	
Description of Cost:	<b>Total Cost</b>
3 - Season waste study as specified in Scope of Work Tasks 1-4.	
OPTIONAL 3- Season automated greenery contamination study as specified in Scope of Work Task 5.	

<b>Cost Proposal Part 2 RFP EP</b>	
Description of Cost:	<b>Cost per Sample</b>
Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work Task 2.	
Per Sample cost for observational sample of self-haul vehicle as specified in Scope of Work Task 2.	
Per sample cost for sorted automated greenery route load (weighing 6-8 tons) as specified in the Scope of Work Task 5.	

A. PROMPT PAYMENT DISCOUNTS

Prompt payment discounts of twenty (20) days or more will be considered in the evaluation of Proposals. Discounts of less than twenty (20) days will be taken at the time of payment when applicable, but will not be considered in the evaluation of Proposals. Prompt payment discounts shall be identified on the Signature Page, Section A-4. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

B. PRICING

Unless called for in the General Contract Clauses, no escalation factor is allowed. The Contractor must notify the City in writing in the event of a decline in market price(s) below the Price Schedule and the City will make an adjustment in the Contract Amount or elect to re-solicit.

Unless the Contractor clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire Proposal, any difference between the unit price correctly extended and the total price shown for all items offered shall be resolved in favor of the unit price.

C. PRICE SCHEDULE

The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

**SECTION C**  
**SCOPE OF SERVICES**

**A. BACKGROUND**

The Environmental Services Department of the City of San Diego is responsible for implementing waste reduction, recycling, and diversion programs. The passing of AB 939 required all jurisdictions in California to divert 50% of their waste by 2000. San Diego reached a 52% diversion rate in 2004 and has steadily increased diversion to 66% in 2009. This added diversion is predominately due to two City-wide recycling ordinances. The City Recycling Ordinance (CRO) requires all commercial properties and multi-family residences to recycle unless they fall below a specified service level thereby making them exempt. The Construction and Demolition Recycling Ordinance requires certain permitted demolition, new construction and remodeling projects to divert 50% of the waste produced during the project. Additionally, there is a surcharge on all C&D loads disposed at Miramar Landfill.

The City of San Diego provides curbside trash collection to 304,061 single family homes; curbside commingled recycling collection to 258,128 single family homes; and curbside yard waste collection to 190,647 single family homes. Commercial properties and multi-family residences are serviced under a non-exclusive franchise system.

The City of San Diego is soliciting proposals for waste characterization assessment services. The general purpose of this work is to document the amounts and types of the various materials in the waste stream that may reasonably be diverted through recycling and other diversion strategies. The City will use this data to enhance and develop recycling program activities and policies.

This Request for Proposal is being issued in order to solicit proposals from qualified Proposers to provide waste characterization assessment services. Interested parties who have successfully performed at least three (3) similar contracts within the past five years (5) are invited to submit a Proposal in response to this RFP.

**B. OBJECTIVE**

The objective of this RFP is to make an award to a qualified Proposer that delivers waste characterization assessment services, which represents best overall value to the City meeting the specifications and requirements of this RFP.

**C. PROJECT FUNDING**

N/A

**D. PRECLUDED PARTICIPATION**

In order to avoid any real or perceived conflicts of interest, the successful Proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

**E. CORE REQUIREMENTS AND DELIVERABLES**

The Proposer shall conduct sampling of wastes, data analysis and compilation and reporting as specified in the Scope of Work. Deliverables shall include hard copies of all tally and sampling sheets, seasonal samples captured, and digital photos of all samples organized into album for each sector and season, ten (10) colors and bound final Waste Characterization Reports, electronic version of all graphs, tables and final Waste Characterization Report. Anticipated timeline is in Table 3 below, the actual timeline shall be determined during contract signing

This Scope of Work is intended to describe the implementation of a waste characterization study for the City of San Diego, herein referred to as the “City”. This study shall be comparable with prior waste characterization studies in order to measure the impact of recent diversion programs (see Appendix A, 1999-2000 Waste Composition Study). The work to be performed includes:

1. Designing a cost-effective and efficient approach to collection of City of San Diego waste stream data
2. Collaborating with City representatives to identify and coordinate sampling sector sources
3. Implementation of measures to ensure accuracy of data collected
4. Performing all field work including selecting and sorting samples, and recording field data
5. Conducting a separate concurrent self-haul study
6. Data entry and analysis
7. Preparing and submitting regular progress reports and interim data to the City’s contract manager during the project
8. Preparing and submitting a final report
9. The Proposer will conduct three (3) seasonal waste characterization studies at the Miramar Landfill. Two (2) parallel sampling studies will be undertaken each season: each season will include sorted sampling from City residential, commercial, and military wastes, as well as an observation self-haul study based on vehicle types. The City is also considering a third parallel study of contamination in source separated green collections. To meet the requirements

and to fulfill the scope of this Proposal, the Proposer shall complete the following four (4) tasks and, at the discretion of the City, the optional fifth (5) task. The City, in agreement with the Proposer, may modify the work plans based on new information gathered during the contract term. Tasks below are broken down based on Proposer and City responsibilities within each task.

F. TASK 1: DESIGN AND DEVELOPMENT OF SAMPLING PLAN AND RESEARCH PROTOCOL

The target for this task is for the City and Proposer to establish appropriate sampling plans based on generating sectors and waste routes to achieve a ninety percent (90%) confidence interval or higher for all data. See Attachment 1 and 2 for a description of the generating sectors and the factors that contribute to the overall composition of the waste.

1. Proposer Responsibilities

Review suggested sorted sample totals for each sector to assess expected confidence intervals and make recommendations. See Table 1.

Review suggested visual samples for self-haul study to assess expected confidence intervals and make recommendations. See Table 2.

Review proposed material types and develop definitions for each material. See Attachment 3.

Meet with City representatives, on an as needed basis and at the City's discretion, to clarify study objectives, and discuss methodology for selecting and recruiting representative samples from waste haulers and City collection routes before completing detailed plans for the waste characterization study. The City anticipates three (3) meetings in addition to the kick-off meeting.

Submit a sampling plan and proposed sampling schedule/timeline to City representative within 2 weeks of receipt of notice to proceed for final approval. The schedule/timeline shall show the dates during which the seasonal studies will be conducted and when the required reports will be submitted.

Ensure that the methodologies utilized to conduct the studies are in accordance with the California Code of Regulations (Title 14, Chapter 9, Article 6.1: Solid Waste Generation Studies and Solid Waste Disposal Characterization Studies).

2. City Responsibilities

Meet with Proposer to determine methodology for selecting and recruiting representative samples from waste haulers and City collection routes.

Coordinate with franchise waste haulers to create special sector loads for delivery to sample site.

Coordinate with City Collections Division to deliver loads from each region to sample site.

Provide hard copy or electronic pdf examples of tonnage and sector reports from the City's Automated Weighing System.

G. TASK 2: FIELD SAMPLING AND SORTING, AND SPECIAL SELF-HAUL STUDY

The target for this task is to execute the finalized sampling plan and conduct three (3) seasonal field studies sorting and observing waste at Miramar Landfill. Miramar Landfill is open 7 days a week 361 days a year. Hours are Monday- Friday 7:00 a.m. to 4:30 p.m.; Saturday - Sunday 7:30 a.m. - 4:30 p.m.

H. PROPOSER RESPONSIBILITIES

1. Train City representative in sampling methodology and permit him or her to conduct sample sorting.
2. Provide all personnel needed to conduct field studies and ensure they are qualified and properly trained in safety and waste handling procedures.
3. Provide a Site Manager for all field studies.
4. Alert City representative if hazardous wastes are discovered in a sorted sample so that they can be appropriately disposed.
5. Provide all equipment and materials for conducting the field studies including safety equipment, personnel protective equipment, traffic control cones, barricades, scales, and other equipment deemed suitable and necessary for this project.
6. Collect data on sector or origin, truck type, and any notes or unusual circumstances for each load sampled. For military loads, identify military base of origin, if from a single base.
7. Collect samples weighing at least 200 lbs, with no more than one sample per vehicle (except for observational self-haul study and curbside greenery study).

8. Digitally photograph each sample before sorting with a “story board” in each photo identifying the date, time, sector sampled, number (#) of the sample, etc.
9. Complete sampling and/or sorting of all designated loads before 4:30 p.m. each day so that landfill operations can bury all samples by the end of each day.
10. Include Saturday sampling in self-haul vehicle study.
11. Each day of sampling, provide City representative with a breakout of the number of samples taken within each of the sectors outlined for the previous day. Please use format in Table 2 (or similar).

I. CITY RESPONSIBILITIES

Provide, or cause to be provided, municipal solid waste as required for executing sampling plan.

Provide sufficient area at the landfill as necessary for the Proposer to safely conduct the field studies, without charging disposal fees to the Proposer. Area will be sufficiently close to working face so that wastes may be moved from work area without cost to proposer.

Provide handling and proper disposal of any hazardous wastes discovered in samples.

Provide a representative to be trained by Proposer in field sampling methodology.

Provide training for filling out sector breakout outlined in Table 2.

Table 1: Commercial, Residential, and Military Waste

<b>Sorted Samples</b>	
<b>Strata</b>	<b>Total</b>
Single Family With Recycling	30
Single-Family With Recycling And Yard	30
Multi-Family	30
<b>Total Residential</b>	<b>90</b>
Commercial Front Loader	20
Commercial Open Drag-On	20
Commercial Compactor Drag-On	20
<b>Total Commercial</b>	<b>60</b>
Military Refuse	7
Military C&D	7
<b>Total Military*</b>	<b>14</b>
<b>Overall (Total est. Samples per Season)</b>	<b>164</b>
*Ratio of military self-haul vs. contract hauler to be kept proportional	

Table 2: Self-Haul Vehicle Study

**Observational Samples for Vehicle Type Study**

<b>Source</b>	<b>City Dept.</b>	<b>Commercial</b>	<b>Military</b>	<b>Residential</b>	<b># of Samples</b>
Flat Rate Vehicle					67
Small/ Medium Trailers					40
Medium Heavy Truck					30
Heavy/ Three Axle Truck					10
Modified Pickup					30
Large/ Double Axle Trailers					30

**Total Observational Samples for Self-Haul Study**

**207**

J. TASK 3: DATA ENTRY AND ANALYSIS

The target for this task is to compile all field data in to Excel 2007 spreadsheets and analyze.

1. Proposer Responsibilities

- a. Perform all data entry and analysis
- b. Conduct quality control measures to ensure accuracy of data entered
- c. Provide standard statistical analysis for each sector and subsector to determine average composition, standard error, and confidence interval at the ninety percent (90%) confidence level.
- d. Provide final count of samples captured during each season to City representative within two (2) weeks of end of the season.

2. City Responsibilities

Review final sample count reports submitted by proposer

K. TASK 4: FINAL REPORT AND PRESENTATION OF RESULTS

The target for this task is to compile a report that describes the purpose, study methodology and sampling plan and that summarizes the essential composition findings for each waste sector, in collaboration with City Representative.

1. Proposer Responsibilities

Deliver, within sixty (60) days after the completion of the final seasonal study, the draft Waste Characterization Report to City representative for review with the following components:

- a. Overall waste composition analyses for all waste disposed from the City of San Diego and by generator type.
- b. Overall waste composition analyses for self-haul vehicle study.
- c. Waste composition analyses for single family residences and present the differences between those with only recycling services and those with recycling and yard waste services.
- d. Waste composition analyses for multi-family residences.
- e. Waste composition analyses for commercial loads.
- f. Waste composition analyses for military facilities.
- g. Waste composition for the 6 different vehicle types identified in the observational study.
- h. Contamination and composition analysis of Curbside Greenery loads.

- i. Provide comparability, and/or comparison, with prior waste characterization studies.
- j. Provide an Analysis of Variance for seasonal variations for all generating sectors.
- k. Provide hard copies of all sample reports.
- l. Provide USB drive(s) with all sample photos labeled by generating sector and organized by season.
- m. Deliver ten (10) color bound copies, and one electronic pdf version of finalized Waste Characterization Report, as amended and/or with the inclusion of feedback from City representative, within twenty (20) business days.

L. CITY RESPONSIBILITIES

1. Provide tonnage reports from City's Automated Weighing System.
2. Review, within fourteen (14) business days, draft Waste Characterization Report and provide written feedback and/or amendments to Proposer for finalized report.

M. TASK 5 (OPTIONAL - AT DISCRETION OF CITY): SEASONAL GREENERY CONTAMINATION STUDY

The target for this task is to conduct a three (3) season study of curbside greenery material. This will entail the complete sorting of a minimum of four (4) residential automated green waste collection loads weighing approximately seven (7) tons per load. Proposer shall weigh and separate contamination from yard waste into two (2) contamination categories, and provide compositional analysis in the final Waste Characterization report. The City will use this information to access education and outreach efforts done in-between seasons to residents on the routes sampled from.

1. Proposer Responsibilities

- a. Provide Site Manager to train and oversee Alpha Project crew and City Representatives in the sorting of automated yard waste loads weighing approximately seven (7) tons each.
- b. Provide all materials needed to conduct field sampling, including scales, gloves, tally sheets, and other equipment deemed suitable and necessary for this task.
- c. Take photos of each load before sorting and of residual contamination after sorting. Each photo shall contain a "story board" identifying the route number, date, and category.
- d. Provide sorting of loads during the hours of 8:00 a.m. -3:00 p.m. only.
- e. Provide all data entry and analysis of study.
- f. Provide comparability with prior automated greenery contamination studies, which will be provided by City Representative.

- g. Provide draft and final report of study in conjunction with Task 4.

2. City Responsibilities

- a. Provide, or cause to be provided, source separated residential automated green waste loads at no charge to the Proposer.
- b. Provide a space, at the Miramar Greenery, to conduct sorting & weighing.
- c. Provide one (1) heavy duty loader and one (1) Equipment operator to assist in the spreading of loads.
- d. Provide three (3) Alpha Project crew members to conduct sorting and assist with weighing.
- e. Provide total load weight from City’s Automated Weighing System.
- f. Provide copies of prior automated greenery contamination studies.
- g. Review, within fourteen (14) business days, draft Greenery Contamination Study within Waste Characterization Report and provide written feedback and/or amendments to Proposer for finalized report.

The SOW is a summary of what the Proposer is to accomplish, which may be stated in terms of core requirements and deliverables. The SOW is what the Proposer is to accomplish stated in a clear and complete description of work to be performed: clear cut division of responsibility between the City and the Contractor; does not exceed the City’s actual need; not restrictive and need is stated in terms of what the market can satisfy. Details of the SOW are delineated in Section II, Specifications.

N. SCOPE OF WORK

Proposers shall complete all tasks as specified in the Scope of Work.

1. Core Requirements, Deliverables and Timeline

Table 3: Anticipated Timeline

<b>Activity</b>	<b>Tentative Date</b>
Request for Proposal Issued	May 25, 2011
Pre-Proposal Meeting	June 8, 2011
Written questions due to City	June 10, 2011
Proposal due to City	Tentatively June 30, 2011
Notice of Selection	45 days after Closing
Kick-off Meeting	TBD- Estimate October , 2010
Fall Season Study	October/ November, 2010
Winter Season Study	February/March 2010

Activity	Tentative Date
Summer Season Study	July 2011
Draft Final Report	60 days after July 2011 study
Final Report	90 days after City comment on Draft

O. USE OF STANDARDS

N/A

P. TRAINING

N/A

Q. LICENSES

N/A

R. MAINTENANCE, SUPPORT AND UPDATES

N/A

S. WARRANTY

N/A

T. QUALITY CONTROL

1. The proposer shall analyze the data collected in accordance with the California code of regulations (Title 14, Chapter 9, Article 6.1: solid waste generation studies and solid waste disposal characterization studies.
2. The use of standards generally includes international, federal, and state, county, municipal and manufacture’s standards.
3. Proposer shall adhere to strict quality control procedures as set forth in their proposal, and contained in this Request for Proposal, that ensure the integrity of all field data including the entry of that data in to spreadsheets. Any errors or discrepancies in data discovered by quality control activities shall be resolved by the proposer.
4. These procedures should keep control of the required quality in accordance with the specifications.

U. INSTALLATION, TESTING AND ACCEPTANCE

N/A.

V. SAFETY AND ACCIDENT PREVENTION

The Proposer shall take all precautions necessary and shall bear sole responsibility for the safety of the work, the safety and adequacy of the methods and means it employs in performing the work, and the safety of all employees performing the work and all other persons who may be affected thereby.

Proposer and their employees shall conduct themselves in a proper and efficient manner at all times. Employees shall be fully clothed in suitable attire including personnel protective equipment. The City Representative may require the Proposer to remove from the work site any employee(s) deemed careless, incompetent, or whose continued employment on the site is considered to be contrary to the best interests of the City.

The Proposer shall, at all times in the performance of the work, comply with and provide safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970; and all applicable state labor laws and the regulations and standards issued there under. The Proposer shall require and verify adherence to these standards by any sub-contractor and supplier it employs in the performance of this service.

Generally any federal, state, county or municipal safety and accident prevention requirements should be specified, i.e., Occupational Safety and Health Administration (OSHA), a regulatory office of the US Department of Labor.

W. DOCUMENTATION AND REPORTS

N/A

X. PROPOSERS IMPLEMENTATION PLAN

Proposer shall include an implementation plan proposing technical approach and how proposer intends to provide the work plan as previously specified.

Y. CUSTOMER SERVICE

N/A

Z. COOPERATION AND TRANSITION

Proposer shall cooperate with the City at the expiration of the contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

AA. CONTRACTOR'S WORK SITE

N/A

BB. QUALIFICATIONS AND EXPERIENCE

1. Proposer shall have completed a minimum of ten (10) waste characterization studies, five (5) of which were within the state of California. Proposer shall provide three (3) samples of waste characterization final reports produced under contract. Proposer shall provide a summary of the purpose, principle activities and history of their organization. Include an organizational chart depicting the names and job titles of your proposed contract administrator, project manager, site manager, and other key staff. Please indicate if samplers will be employees of your company, subcontractors specializing in this field, hired from a temporary agency, or hired on a per diem basis.

Project manager and site manager shall each have completed a minimum of five (5) waste characterization studies of comparable scope. Proposer shall provide a brief summary, citing specific examples, of the project Manager, site manager and samplers previous role in waste characterization studies, data management, and sampling.

While the City does not require that all samplers have previous experience sorting samples in waste studies this is a highly desirable qualification. Please indicate the percent of samplers that have previous experience sorting solid waste, and/or conducting observational samples in comparable waste studies.

CC. OPTIONAL SERVICES

N/A

**SECTION D**

**PACKAGING AND MARKING**

**(RESERVED)**

INCLUDE ANY SPECIAL PACKAGING AND OR MARKING REQUIREMENTS THAT MUST BE COMPLIED WITH FOR DELIVERY OF MATERIALS OR EQUIPMENT. IF NONE, LEAVE THIS PAGE AS “RESERVED.”

**SECTION E**

**INSPECTION AND ACCEPTANCE**

The City of San Diego’s Recycling Specialist, or designee, will be responsible for inspecting and accepting all work, documents and information received from the Contractor (same as Contract Administrator) for the scope of services specified herein.

Inspection and acceptance will occur at destination unless specified otherwise, and will be made by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City.

Risk of loss or damage or non-functional to deliverables prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged and/or non-functional deliverables and reserves the right to return or reject them, at the Contractor's expense, damaged and/or non-functional deliverables even though the damage and/or non-function was not apparent or discovered until after receipt.

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### PERIOD OF PERFORMANCE

Contractor shall perform services as described in Section C for the period of QUANTITY beginning TIME PERIOD from Notice to Proceed, and QUANTITY additional TIME PERIOD Options if exercised at the sole Discretion of the City, in accordance with Section I.05 of this RFP. The primary place of performance for the services shall be at the specified location(s). Service hours of operation are as specified. VERIFY WHETHER A PLACE OF PERFORMANCE AND OR ANY HOURS OF OPERATION ARE SPECIFIED OR ARE NECESSARY.

Delivery shall be made in accordance with the Contract Documents (see Section I.01, “Definitions”). The City, in its sole discretion, may extend the time for delivery as specified in Section I, General Contract Clauses. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, the City may terminate this Contract as provided in Section I.

If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor’s inability to obtain materials, equipment, or labor.

## SECTION G

### CONTRACT ADMINISTRATION DATA

The Contract Administrator for this service is the City of San Diego's Recycling Specialist or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

#### INVOICING AND PAYMENT

1. Invoices must be submitted quarterly in duplicate (one copy to be marked "original") to:

- The City of San Diego  
Renee Robertson  
Recycling Specialist  
City of San Diego  
9601 Ridgehaven Court, Suite 320  
San Diego, CA 92123

- and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s); (6) a copy of all records supporting a copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period to be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101; (7) total charges billed at this time and date; and (8) total payments received to date.
2. Upon review and approval from the Environmental Services Department, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
  3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

4. The Contractor shall provide to the Purchasing Agent a fully executed W-9 Form. It is the Contractor's responsibility to notify the Purchasing Agent of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City of San Diego. In order that this Form is the current Revision at time of submittal, the Contractor shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is: <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.
5. The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator or designee, at the address specified on the Purchase Order(s) (see Section I.01, "Definitions"). The invoice shall reference the Purchase Order number, include the date of services, description of the work performed by location and/or section or a listing of materials provided, and state the total invoice cost.
6. If applicable, any extra-ordinary labor charges for services shall be included on the invoice along with a description of the extra-ordinary work to include the location/and or section work was performed. Contractor must attach written authorization from the Contract Administrator approving extraordinary work. Failure to do so will result in payment being withheld for such services. The extraordinary labor cost shall be as stated on the current Price Schedule.
7. If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City as well as item description, quantity, and extension.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

(RESERVED)

N/A

## SECTION I

### GENERAL CONTRACT CLAUSES

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#### I.01 **Definitions**

**Addenda** – Additional terms or modifications to a Request For Proposal (RFP) after original RFP was issued.

**Alternative Proposal** – A response to a Solicitation, in addition to a Proposal that meets Specifications, which meets or exceeds the Specifications and offers additional advantages to the City.

**Announcement of the Selected Contractor** – A written announcement sent to all Contractors that submitted a proposal in response to this RFP (also known as the Intent to Award to an Apparent Successful Proposal or Contractor).

**Apparent Successful Proposal or Contractor** – The entity that submitted the Proposal best meeting the City’s requirements and will be awarded the Contract, provided that all conditions precedent to Award are fulfilled.

**Award** – City’s official acceptance of the Apparent Successful Proposer’s Proposal after all conditions precedent to Award and required approvals are fulfilled.

**BAFO** – Best and Final Offer.

**Contract** – The agreement between the City and the Contractor which consists of the Contract Documents.

**Contract Administrator** - Contractor’s point of contact for matters related to the provision of goods or services by Contractor pursuant to this Contract. The name(s) of the Contract Administrator(s) will be provided after Award. Same as Project Manager.

**Contract Documents** – The documents as defined in the “Contract Form.”

**Contractor** – A supplier of goods and services. A reference to a supplier of product or service. Also known as Vendor, Proposer, Bidder, or Consultant. These names may be interchangeably used throughout the RFP.

**Debarment** – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.

**Emergency** – Reasonably unforeseen circumstances as defined in the Municipal Code.

**Guarantee of Good Faith** – A guarantee in the form of a check, bond or deposit required from each Contractor to be used by the City in the event that an Apparent Successful Contractor fails to honor the terms of the Contract.

**Must** - Used throughout this RFP to indicate mandatory requirements. Same as “shall.”

**Notice to Proceed** – A written notification from the City to the successful bidder or Contractor stating that there is an award of contract in accordance with the a bid or proposal previously submitted, and that effective with receipt the contractor shall proceed with performance; allows work to start.

**Price Schedule** – Forms issued by the Purchasing Agent in Section B for Contractors to quote Contract Amount.

**Procurement Card** – City issued credit card.

**Proposal** – An offer to enter into a Contract with the City for goods or services for a specified amount as indicated in the Price Schedule contained in Section B, subject to the terms and conditions of the Contract Documents.

**Proposal Closing** – The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.

**Protest** – A complaint by an unsuccessful Contractor about a City action or decision related to the selection of the Apparent Successful Contractor prepared in compliance with the provisions of the San Diego Municipal Code.

**Purchase Order** – The Purchasing Agent’s form used to formalize a purchase transaction which is necessary prior to any services or goods being provided pursuant to the Contract.

**Purchasing Agent** – The person with authority under the San Diego Charter Section 35 and San Diego Municipal Code Section 22.3202, and as delegated by the Mayor to enter into, administer, and terminate City contracts, and make related determinations and findings.

**Solicitation or Request For Proposal** – Document inviting prospective Contractors to submit Proposals for goods or services.

**Specifications or Scope of Services** – A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements as outlined in Section C.

**Suspension** – A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

**I.02 Type of Contract**

This is a Firm Fixed Contract price contract.

**I.03 Term of Contract**

The term of this contract shall be the performance period as defined in the Contract Form and Section A, with dates to be memorialized in the Notice to Proceed.

**I.04 Notice to Proceed**

The Contractor shall not proceed with any performance of services or supply of goods required by this contract without a written Notice to Proceed from the City of San Diego. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

**I.05 Option to Extend Services/Term**

The City of San Diego may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as required by law (for example, pursuant to adjustments in prevailing wage, minimum wage or local living wage rates). The City will not grant an option, if the Contractor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request. If any such adjustment results in a change in the contract price that change must be agreed to by the parties in writing pursuant to Section I.13, Changes. The option provision may be exercised more than once. The Purchasing Agent may exercise the option by written notice to the Contractor within thirty (30) days prior to the expiration of the prior term.

The City of San Diego may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided, the City of San Diego gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the City of San Diego to an extension.

If the City of San Diego exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance pursuant to San Diego City Charter Section 99.

**I.06 Conflict of Interest**

The Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq. , the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at Section 27.3501 to 27.3595. The City may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

The Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

If the Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for attorney fees and all damages sustained as a result of the violation.

**I.07 Holidays:** The City of San Diego observes the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

## I.08 **Availability of Funds**

Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.

In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

## I.09 **Insurance**

Contractor shall not begin any work under Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**9.1 Types of Insurance.** At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

**Commercial General Liability (CGL).** Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Commercial Automobile Liability.** For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1

million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**Workers' Compensation.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**STANDRAD POLICY FOR CONSULTING:**

**Professional Liability.** The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$1,000,000.00 (one million) per occurrence and \$2,000,000.00 (two million) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the winning Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

**9.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided.

**9.3 Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**9.4 Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

**Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies

must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor'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 and shall provide cross-liability coverage.

#### **Automobile Liability Insurance Endorsements**

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor'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 and shall provide cross-liability coverage.

#### **Worker's Compensation Insurance Endorsements**

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**9.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested

by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**9.6 Additional Insurance.** The Contractor may obtain additional insurance not required by this Agreement.

**9.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**I.10 Criminal Background Screening**

The San Diego Police Department may conduct background investigations, of which the scope is determined by the San Diego Police Department, for any individual that may require access to Police facilities. Additionally, the San Diego Police Department may require background investigations, on all contractor employees, when information becomes available that indicates a potential breach in safety or security.

**I.11 Jurisdiction, Venue**

The venue for any suit or proceeding concerning Proposals or the Contract Documents, the interpretation or application of any of its Terms, or any related disputes shall be in the County of San Diego, State of California.

**I.12 Legal Requirements**

Federal, state, county and local laws, ordinance, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations [regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract] shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages arising out of the violation of any applicable law, including costs for substitute performance, and is subject to Suspension and Debarment.

**I.13 Changes**

- a. The Purchasing Agent may, at any time, by written order and without notice to the sureties, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing

accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Purchasing Agent grants a further period of time before the date of final payment under the contract.

- b. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.
- c. The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing.

**I.14 Drug-Free Workplace**

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

**I.15 Notices**

Notices under this Contract shall be in writing, shall reference the Contract Number, and shall be considered effective upon personal delivery to the individuals listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

- The City of San Diego:  
Purchasing Agent  
Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego CA 92101-4195

**I.16 Indemnification and Hold Harmless Agreement**

With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Contractor, or the Contractor's employees, agents, and officers, arising out of performance involving this Contract, the Contractor agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from

the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

The Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Section I.16.

**I.17 The City of San Diego Restrictions**

In the event any City of San Diego restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the Contractor to immediately notify in writing specifying the regulation which requires alteration. The City of San Diego reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of San Diego.

**I.18 Assignment or Transfer**

The Contractor shall not assign or transfer any interest in the contract, in whole or part, without written approval of the Purchasing Agent. Claims for sums of money due, or to become due from the City of San Diego pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of San Diego is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Contractor obtaining the Purchasing Agent's prior written approval.

Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**I.19 Availability of Records**

The Contractor shall retain and maintain all records and documents relating to City Contracts for five (5) years after receipt of final payment by the City or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, including the Purchasing Agent or designee.

The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the Contract.

Contractor must include this provision in all subcontracts.

**I.20 Standards of Conduct**

The Contractor shall be responsible for maintaining satisfactory standards of employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The following actions may require discipline:

- a. Neglect of duty;
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;
- c. Theft, vandalism, immoral conduct or any other criminal action;
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the City of San Diego; and
- e. Criminal convictions.

Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.

**I.21 Removal of Employees**

The City of San Diego may request the Contractor immediately remove from assignment to the City of San Diego any employee found unfit to perform duties at the discretion of the City of San Diego and Contractor shall comply with all such requests.

**I.22 Supervision**

The Contractor shall provide adequate and competent supervision at all times during the performance of the contract. The Contractor or his designated representative shall be readily available to meet with the City of San Diego personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached.

**I.23 Performance Evaluation Meeting**

The Contractor shall be readily available to meet with representatives of the City of San Diego weekly during the first month of the contract and as often as necessary thereafter for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

**I.24 Federal, State and Local Reporting Compliance**

The Contractor shall provide such financial and program information as required by the City of San Diego to comply with all federal, state and local law reporting requirements.

**I.25 Nondiscrimination**

**25.1 Nondiscrimination in Employment.** The Contractor shall comply with the City's Equal Opportunity Contracting Program. For applicable rules see: San Diego Municipal Code Chapter 2, Article 2, Division 27 (Section 22.2701 et. seq.), and <http://www.sandiego.gov/eoc/index.shtml>. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. The Contractor shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold the Contractor liable for any discriminatory practice of its Subcontractors.

**25.2 Nondiscrimination in Contracting.** The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Contractors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the Contractor and any Subcontractors, Contractors and suppliers.

**25.3 Contract Disclosure Requirements.** Upon the City's request, the Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, Contractors, and suppliers that the Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517]. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions.

**I.26 Project Personnel**

Except as formally approved by the City of San Diego, the key personnel identified in the Contractor's Bid shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to the City of San Diego and approved.

**I.27 Photo Identification Badge**

The Contractor(s) shall provide any individual assigned to the City of San Diego, a company photo identification badge, which must be worn at all times while on the City of San Diego property. The City of San Diego reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Contractor.

**I.28 Lobbyist Activities**

Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to any Purchasing Agent, Council Member of the City of San Diego, Mayor, members of Senior Management; the name of, the group, association, organization or business interest she/he is representing.

1. For purposes of the City of San Diego Policy, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence the City of San Diego on matters within their official jurisdiction.
2. For purposes of this Policy, a lobbyist is not considered a public official acting in her/his official capacity.
3. Lobbyists shall annually disclose in each instance and for each client prior to any lobbying activities, their identity and activities.
4. The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of a City of San Diego employee.

**I.29 Gratuities**

1. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Purchasing Agent or a designee determines that the Contractor, its agent, or another representative:
  - a. Offered or gave a gratuity (e.g. an entertainment or gift) to an officer, or employee of the City of San Diego; and
  - b. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction. If this contract is terminated under the first paragraph above, The City of San Diego is entitled to pursue breach of contract remedies and all other remedies available at law.

### **I.30 Termination**

#### **1. Termination for Default**

The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten (10) days after receipt of such notice. The following are considered defaults:

- a. Failure to make delivery of the goods or to perform the services within the time specified; or
- b. Failure to perform any of the obligations of this Contract, or to make progress in performance which may jeopardize full performance.

In the event the City terminates this Contract, in whole or in part, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, goods or services and the Contractor shall be liable to the City for any excess costs. The Contractor shall also continue performance to the extent not terminated.

#### **2. Termination for Convenience**

The Purchasing Agent, by written thirty (30) days notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

The Purchasing Agent may, by written notice to the Contractor, terminate this contract in whole or in part at any time as stated above. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2)

- a. Deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.
- b. If the termination is for the convenience of the City of San Diego and if this is a fixed price contract, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

- c. If, after notice of termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
- d. The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

### **I.31 Insolvency**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Purchasing Agent responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of the City of San Diego contract numbers and Contracting offices for all the City of San Diego contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

### **I.32 Dispute Resolution**

Except as otherwise provided in this Contract any dispute concerning a question of fact arising under this Contract, shall be decided by the Purchasing Agent. The decision of the Purchasing Agent is final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the Purchasing Agent a written appeal. The decision of the Purchasing Agent, or his duly authorized representative for the determination of such appeals, is final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent's decision.

### **I.33 Patents and Royalties**

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or

those furnishing material to the Contractor pursuant to this Contract. The Contractor, without exception, shall defend, indemnify and hold harmless The City of San Diego and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of San Diego. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

#### **I.34 Warranty of Services**

1. "Acceptance," as used in this clause, means the act of an authorized representative of the City of San Diego by which the City of San Diego assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the City of San Diego or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Purchasing Agent shall give written notice of any defect or nonconformance to the Contractor within twenty-four (24) hours. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the City of San Diego does not require correction or re-performance.
3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City of San Diego, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Agent may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City of San Diego thereby, or make an equitable adjustment in the contract price.

#### **I.35 Licenses and Permits**

The Contractor shall, without additional expense to the City of San Diego, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

**I.36 Taxes**

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each Contractor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

**I.37 Protection of the City of San Diego Property**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the City of San Diego. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City of San Diego as the Purchasing Agent directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**I.38 Publicity Releases**

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work, hereunder, which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Purchasing Agent prior to release.

**I.39 Suspension of Work**

The Purchasing Agent may order the Contractor in writing to suspend all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City of San Diego. In the case of delay caused by the City, the Contractor may be entitled to an adjustment. However, no part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

#### **I.40 Standards of Performance**

The Contractor shall perform all services required by this contract in accordance with high professional standards prevailing in the Contractor's field of work.

Unless otherwise required in the Scope of Services/Work, all goods furnished shall be new and the best of their kind.

Any reference to a specific brand name is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the Specification. An equivalent ("or equal") may be offered by the Contractor in response to a brand name reference (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to Award of the Contract. If the Contractor offers an item of a manufacturer or Contractor other than that specified, Contractor must identify maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation.

The City has complete discretion in determining whether a Proposed Equivalent will satisfy its requirements. It is the Contractor's responsibility to provide, at its expense, any product information, test data or other information or documents the City requests in order to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing or evaluation at qualified test facilities or destructive testing.

If the item in the Specifications has a trade name, brand, catalog, manufacturer, and/or product number, Contractor shall state the applicable trade name, brand, catalog, manufacturer, and/or product number in the Proposal.

If Contractor has offered goods or services which are responsive, Contractor may thereafter include with the Proposal any additional proposals or alternative goods that are not "equals" but that Contractor believes may meet or exceed City's requirements and that offer City additional advantages or benefits. City reserves the right to evaluate and accept or reject such Alternative Proposals as though they were part of the original Specifications without advertising for further Proposals or to re-advertise based on such Alternative Proposals when in the best interests of the City. Proposers must submit alternate proposals as a separately bound proposal and must be prepared in accordance with the instructions specified in Section L of this RFP.

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of

service in the State of California. Where approval by the City, the City Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good business practices.

**I.41 Notice of Labor Disputes**

- a. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Purchasing Agent.
- b. The Contractor agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

**I.42 Pending Legal Dispute**

Unless the Contractor specifically indicates otherwise in the Proposal, submission of a proposal is deemed a warranty by Contractor that no judgments or awards have been entered against Contractor and that it is not currently involved in litigation or arbitration concerning Contractor's provision of services or goods similar to those which are the subject of this Contract. If Contractor discloses that such a warranty cannot be made, the City will require Contractor to furnish the City with a performance bond executed by a surety company authorized to do business in the State of California and approved by the City in a sum equal to one hundred percent (100%) of the Contract Amount.

It is the policy of the City of San Diego that one factor, among others, that are to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any contractor or Contractor which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Purchasing Agent shall seek the advice of the City Attorney regarding the legal dispute.

**I.43 Time of Essence**

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

**I.44 Americans with Disabilities Act Certification**

The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

**I.45 Debarment Proceedings**

Contractor misconduct may be punishable by suspension or debarment in accordance with San Diego Municipal Code Sections 22.0800, *et seq.*

**I.46 Public Agency**

Other public agencies as defined by Cal. Gov. Code § 6500 may choose to use this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City upon request.

**I.47 Product Endorsements**

Contractor is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

**I.48 Procurement Card Transactions**

The City may opt to purchase supplies and services via a city-issued Procurement Card. Within thirty (30) days of the City utilizing Procurement Cards as a payment vehicle, the contractor is required to have a credit card reader capable of transmitting Procurement Card transactions at Level 2, which identify the items purchased by the City. For purchase verification, the City shall receive an itemized receipt and the respective transaction slip.

**I.49 Severability**

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

**I.50 No Waiver**

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of

such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**I.51 Covenants and Conditions**

All provisions in the Contract expressed as either covenants or conditions on the part of the City or Contractor, shall be deemed to be both covenants and conditions.

**I.52 Headings**

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

**I.53 Independent Contractors**

The Contractor and any subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions in the Contract that may appear to give the City any right to direct the Contractor concerning the details of performance, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

**I.54 Successors in Interest**

This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**I.55 Software Licensing**

Contractor represents and warrants that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of.

**I.56 Intellectual Property**

**56.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City. The Contractor, including its employees, and independent Subcontractor(s), shall not assert any

common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**56.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Contractor, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the City.

**56.3 Intellectual Property Rights Assignment.** Contractor, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**56.4 Moral Rights.** Contractor, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Contractor, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Contractor, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the content and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**56.5 Subcontracting.** In the event that Contractor utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Contractor and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said

Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**56.6 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the City.

**56.7 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**56.8 Enforcement Costs.** The Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Section I.56.

#### I.57 Confidentiality of Services

All services performed by Contractor, and any subcontractors if applicable including but not limited to all drafts, data, information, correspondence, proposals, reports or any nature, estimates compiled or composed by the Contractor, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Contractor, at the time that it was disclosed to the Contractor by the City, (b) subsequently becomes publicly known through no act or omission of the Contractor, or (c) otherwise becomes known to the Contractor other than through disclosure by the City.

**I.58 Business Tax Certificate**

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at [www.sandiego.gov/treasurer/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500. The City requires that each Contractor provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

**I.59 Performance and Payment Bond**

If a Guarantee of Good Faith is required, any of the following may be submitted in the amount specified made payable to the City: a certified check; a bank or postal money order; or a bid bond executed by a corporation authorized to issue surety bonds in the State of California. Failure to submit an acceptable Guarantee of Good Faith with the Proposal will automatically render it void.

The Apparent Successful Contractor may be required to furnish the City with a surety bond conditioned upon the faithful performance of the Contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the Amount of the Contract, unless stated differently in the Specific Provisions. The City may file a claim against such bond or deposit in the event the Contractor fails or refuses to fulfill all terms and conditions of the Contract.

**I.60 Compliance with Controlling Law**

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**I.61 Equal Benefits**

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

#### **I.62 Contractor Standards**

This Contract is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Contractors are required to complete the Contractor Standards Pledge of Compliance included in this RFP (refer to Section J).

**SECTION J**

**LIST OF ATTACHMENTS, EXHIBITS, OR APPENDICES**

- Attachment 1 - Contractor/Vendor Registration Form
- Attachment 2 - Contractor Standards Pledge of Compliance Questionnaire
- Attachment 3 - Equal Benefits Ordinance Certification of Compliance
- Attachment 4 - Equal Opportunity Contracting Program (EOCP) Proposer Requirements

## **SECTION K**

### **REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS OR RESPONDENTS**

- K.1** By submission of this proposal, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local departments or agencies.
- K.2** Should the Contractor be unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- K.3** The following forms are required to be completed to validate the proposal and upon acceptance of the contract will confirm compliance with The City of San Diego eligibility requirements as stated in Section L.

#### **FORMS REQUIRED OF ALL CONTRACTORS:**

1. Contractor's Cover Sheet
2. Pre-Award Survey/List of References/List of Subcontractors
3. Certification Regarding Debarment, Suspension on, Proposed Debarment, and other Responsibility matters
4. Declaration Regarding Information Requested Under The California Public Records Act
5. Proof of Insurance
6. Criminal Background Certification
7. Affidavit for Contractor/Vendor
8. Conflict of Interest Disclosure Statement
9. Drug Free Workplace Certification
10. Equal Benefits Ordinance Certification of Compliance

## **1. CONTRACTOR'S COVER SHEET**

Legal Status of Contractor:

1. Name of Firm: \_\_\_\_\_
  
2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual \_\_\_\_; A Corporation \_\_\_\_; Partnership \_\_\_\_ or Joint Venture \_\_\_\_\_. (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)
  - a. If incorporated, existing under the laws of the State of: \_\_\_\_\_.
  - b. Date of incorporation: \_\_\_\_\_
  - c. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: \_\_\_\_\_. Data Universal Numbering System (DUN & BRADSTREET) Number: \_\_\_\_\_.
  - d. Office which will be responsible for providing the City of San Diego the specified services:  
  
Address: \_\_\_\_\_  
\_\_\_\_\_
  
- Contact Person/Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
    Email: \_\_\_\_\_
  
5. Name, title, and signature of individual duly authorized as representative to execute contracts:  
  
    Name: \_\_\_\_\_  
  
    Title: \_\_\_\_\_  
  
    Signature: \_\_\_\_\_
  
6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there's a mistake in the offer.
  
- 7a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named Propose Firm.
  
- 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

- 7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under federal law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## 2. PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

**SOLICITATION NUMBER:** \_\_\_\_\_

**NAME OF CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

1. Name your principal financial institution for financial reference:

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

I authorize the release of credit information for verification of financial responsibility.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name (typed or written)

2. State your firm's average receipts over the past three (3) years: \$\_\_\_\_\_.

3. If your firm is a partnership, list names and addresses of partners; if a corporation, list names of directors, State of incorporation and addresses of corporation: if a joint venture, list names and addresses of ventures.

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

4. How many years has your firm been in business as a contractor under your present name?  
\_\_\_\_ years.

5. How many people are currently employed by your firm? \_\_\_\_\_

6. Have your firm failed to complete a contract? Yes \_\_\_ No \_\_\_ (check one)

If yes, give details

\_\_\_\_\_  
\_\_\_\_\_

7. List the names of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this contract. Previous experience in furnishing the services as specified in this RFP will be an important consideration.

#### LIST OF REFERENCES

Reference #1

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of the Contract:

\_\_\_\_\_  
\_\_\_\_\_

Reference #2

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of the Contract:

\_\_\_\_\_  
\_\_\_\_\_

Reference #3

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of the Contract:

\_\_\_\_\_  
\_\_\_\_\_

8. The Contractor is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of the proposal. NOTE: Add additional pages if necessary.

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar amount of sub-contract:** \$ \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Contractor's License #:** \_\_\_\_\_

**Requirements of contract:** \_\_\_\_\_

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

\_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar amount of sub-contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Contractor's License #:** \_\_\_\_\_

**Requirements of contract:** \_\_\_\_\_

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

=====  
**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar amount of sub-contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Contractor's License #:** \_\_\_\_\_

**Requirements of contract:** \_\_\_\_\_

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
    - a. Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
    - b. Have  have not , within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - c. Are  are not  presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
  2. The Contractor has  has not , within a three (3) year period preceding this offer, had one or more contracts terminated for default by any federal agency.
  3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Purchasing Agent may render the Contractor non-responsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

#### 4. DECLARATION REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

## 5. PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

## 6. CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

**7. AFFIDAVIT FOR CONTRACTOR/VENDOR**

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: \_\_\_\_\_  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

## 8. CONFLICT OF INTEREST DISCLOSURE STATEMENT

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts Of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name: \_\_\_\_\_  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

## **9. DRUG-FREE WORKPLACE**

### **A. GENERAL**

All City projects are now subject to The City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### **B. DEFINITIONS**

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by The City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

### **C. CITY CONTRACTOR REQUIREMENTS**

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

**NOTE:** The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD  
DRUG-FREE WORKPLACE  
CONTRACTOR CERTIFICATION**

**BID NUMBER:**

**PROJECT TITLE:** \_\_\_\_\_

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

\_\_\_\_\_

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

All Proposers must follow the instructions below in preparing and submitting their Proposals.

#### L.1 Recommended Pre-Proposal Conference

There will be a recommended pre-proposal conference for this solicitation held at:

- City of San Diego  
Civic Center Plaza  
1200 Third Avenue, Suite 200  
Conference Room 1  
San Diego, CA 92101

Date and time is as specified on the Cover Page of this RFP. The purpose of the pre-proposal conference will be to provide an overview of the RFP requirements, ensure that all participants have a common basis of understanding of the requirements and provide information that may be helpful in preparing proposals. Interested Proposers are strongly urged to attend this pre-proposal conference. However, the pre-proposal conference is not mandatory.

Failure of Proposers to attend the pre-proposal conference does not relieve Proposers of the responsibility to comprehend all information contained within this document, information discussed at the pre-proposal conference, and issued addenda, and does not relieve Contractors to perform in accordance with the Contract Documents subsequent to award.

Proposers should estimate duration of the pre-proposal conference to be approximately one (1) hour. Proposers who are attending the pre-proposal conference should bring written copies of any questions they may have to the conference. The City may provide preliminary information at this pre-proposal conference in response to questions, however, answers will be provided in accordance with Section L.2 below.

#### L.2 Questions

Contractors are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the City will be formally made at scheduled meetings in person, telephone or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Office listed on the cover page no later than 5:00 p.m. P.T. on the due date specified on the Cover Page of this solicitation. Such requests should contain the following: “QUESTIONS: 10015022-11-W-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail the Procurement Specialist listed on the cover page. It is

incumbent upon Contractors to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

L.3 Additional Instructions

1. **Contractor's Mailing Address**

It is the responsibility of every Contractor to register and maintain their current mailing address with the City of San Diego.

2. **Submission Instructions**

Please submit one (1) original and five (4) Copies four complete copies of your proposal documents in sealed envelopes or cartons. **In addition, please include an electronic copy of your proposal (CD – MAY ALSO BE REQUIRED IN MS WORD OR EXCEL) with the original package.** The original proposal must be clearly marked, signed (use blue ink) and submit in a separate sealed envelope, with all copies being addressed to:

Purchasing & Contracting Department  
The City of San Diego  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

**Proposals must be delivered by 4:00 p.m. PT on the Closing Date specified on the Cover Page. Late proposals delivered/received after 4:00 p.m. PT will not be accepted.**

**The outside of each envelope or package must be labeled:**

- a. Landfill Waste Characterization Study
- b. RFP No. 10015022-11-W
- c. Name of Contractor
- d. Package x of y

3. **Firm Offer Period**

By submission of a Proposal, Contractor guarantees that the offer is firm for ninety (90) calendar days, commencing the day following the date of Proposal Closing. If an Award is not made during that period, the Proposal shall automatically extend for another ninety (90) days, unless the Contractor indicates otherwise to the contact person listed on the cover page of the Proposal in writing thirty (30) days prior to expiration of the current ninety (90) days period.

**4. Detailed Proposal**

All items specified in Section C, “Scope of Services” beginning with Paragraph A, “Background” must be addressed in the proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in this section. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple “Yes”, “No”, or “Comply” responses to stated specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Proposers should also include any other information they feel may be of benefit to the City. Exceptions are deemed rejected unless accepted in writing by the City of San Diego.

In order for a Proposal to be accepted, it must be submitted on the forms, if any, provided by the Purchasing Agent. A detailed proposal must be submitted along with those forms identified in Section K for the proposal to be complete. The documents should be prepared in single-spaced type on 8 ½ x 11” paper, using one side of the paper only. The original proposal must contain a signature of an authorized representative of the Contractor. An authorized representative of the Contractor must initial all corrections made on the proposal sheets. The company name must appear on each sheet where a correction is made. The Proposal must include all documents materials and information required herein. Pages should be numbered at the bottom to show page numbers and total number of pages should be no more than 50 pages, excluding any forms or attachments required per this RFP. This also does not include resumes or descriptive literature. (e.g. Page 1 of xx, etc.)

Contractor shall carefully examine all Contract Documents and regulations relating to the goods or services to be furnished and shall be bound by same unless exceptions are proposed in writing at the time of submission of the Proposal and said exceptions are accepted by the City in writing. Any exceptions to the City’s Contract Documents submitted by Contractor are deemed rejected unless and until accepted by the City in writing as discussed above. The City may reject Contractor’s Proposal as non-responsive or consider the Proposal without Contractor’s proposed exceptions if exceptions are submitted. If after Award of Contract, Contractor attempts to provide materials or services subject to new or additional terms or conditions, unless mutually agreed between City and Contractor, they too shall be considered void and City may terminate the Contract.

**5. Schedule**

The unit of measure specified in the Schedule is descriptive only and is not used as a basis to determine award of Contract.

- a. The line item(s) in the Price Schedule (Section B) must include any and all warehousing, freight, delivery, pickup, financing, carrying charges, and all other such charges to accommodate the supply/service and delivery requirements.
- b. Contractor shall insert a unit price, and extended amount for each line item specified on the schedule, if applicable. Additionally, Contractors shall calculate and insert the total offer price, where appropriate on the schedule.
- c. Contractors are cautioned that the item descriptions in the Schedule are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each Contractor must consult the Specifications of the solicitation document for complete descriptions of the required supplies or services.
- d. Contractor shall verify all prices and extensions before submitting a Proposal. Withdrawal or correction will not be permitted except as provided below.
- e. Prior to the exact hour and date set for Proposal Closing, Proposals may be modified or withdrawn by providing written notice by either the Contractor, or an authorized representative of the Contractor. Telephonic withdrawals or modifications are not permitted.

**6. Options**

The City of San Diego will evaluate offers for award purposes by adding the total price for all options, if applicable, to the total price for the basic requirement. The City of San Diego may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the City of San Diego to exercise the option(s).

**7. Awards**

One award of contract is anticipated under this solicitation. However, The City of San Diego may make a single or multiple awards. Based on the Proposal submitted and subsequent negotiations and submission of a Best and Final Offer, if applicable, the City will select an Apparent Successful Proposer. A written Notice of Apparent Successful Proposer or Notice of Intent to Award mailed or otherwise furnished to the Apparent Successful Proposer within the initial (90) days period or extension thereof, shall result in a tentative award subject to required post-award submittals and approvals by the appropriate City official(s) or body. Final approval and execution by the City will result in a binding Contract.

**8. Contact during and after Contractor's Submittal**

All Contractors who are considering submitting a proposal for a project are prohibited from having any communication concerning the RFP with any City employee, any City of San Diego Council Member, the Mayor, or any Evaluation Committee Member, after issuance of the RFP, and prior to the Contract being awarded, with the exception of communications with the contact person listed on the cover page of this RFP, or designee, in the Purchasing & Contracting Department. A proposal from any Contractor will be disqualified when the Contractor violates this condition of the RFP. The City will inform all Contractors of its Intent to Award a Contract (also known as an Announcement of the Selected Contractor) in writing.

**9. Acceptance and Rejection of Proposals**

- a. Acceptance: All proposals properly completed and submitted shall be considered by The City of San Diego.
- b. Rejection: A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to the following:
  - (1) The proposal is time-stamped at the Purchasing & Contracting Department after the deadline specified in the RFP.
  - (2) Failure to execute and return the required forms.
  - (3) Failure to respond to all subsections within the RFP. All proposals that are materially unbalanced, (i.e. that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.
  - (4) The Contractor warrants that: (1) this Proposal is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm or corporation not therein named; (2) the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a proposal; and (3) the Contractor has not in any manner sought by collusion to secure any advantage over the other Contractors. Proof of collusion among Contractors, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
  - (5) The proposal shows non-compliance with applicable laws or contains any unauthorized additions, deviations or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

- (6) The Contractor adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award or adds provisions contrary to those in the RFP.
- c. Pursuant to the Notice to Contractors advertised in the official City newspaper and/or the Solicitation issued by the City, the Contractor's offer to furnish the City of San Diego (City) with the goods or services described in the Proposal is binding at the price stated (Contract Amount), subject to further negotiations as outlined in these General Contract Clauses (Section I), and is subject to all of the terms and conditions of these General Contract Clauses (Section I), all Contract Documents, as well as the City of San Diego Charter and Municipal Code.
- d. The time of mailing of proposals or other documents, modifications, or withdrawals submitted by registered or certified mail shall be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail, unless the Contractor furnishes evidence from the post office station of mailing which establishes an earlier time.
- e. The terms and conditions stated in any Addenda to this RFP shall be considered in evaluating and submitting Proposals. It is the Contractor's responsibility to ensure that any Addenda to a Proposal are downloaded from the City's website or otherwise obtained. Failure to respond to any Addenda issued may render a Proposal invalid and result in its rejection.

10. **Protests**

If an unsuccessful Contractor wants to dispute the Award, the Protest must be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after Announcement of the Apparent Successful Contractor/Notice of Intent to Award, detailing the grounds, factual basis and providing all supporting information. Failure to submit a timely written Protest to the Purchasing Agent will bar consideration of the Protest. Protests will be processed in accordance with San Diego Municipal Code Section 22.3029.

11. **Requirements Prior to Contract Execution**

Prior to contract execution, the selected Contractor will be required to provide the additional materials as referenced below within ten (10) calendar days from the date of the City's request, if not already on file. Failure to provide the required submittals within the time period specified may be cause for the provisional award to be voided and the Contractor to be rejected as non-responsive. Required submittals include:

- a. Insurance requirements, as specified in Section I.09.
- b. Taxpayer Identification number (W-9), as specified in Section I.36.

- c. San Diego Business Tax License, as specified in Section I.58, if not currently on file.

#### L.4 RFP Proposal Format and Organization

Contractors shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important for you to follow the format outlined below to assist us in the evaluation process. **All proposals should be securely bound (does not apply to the electronic document), and must include the following items. Responses must be in the same order as, and responsive to, the information requested.** Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the City of San Diego.

1. **Tab A - Representations and Certifications.** Contractor shall include all completed verification statements and required forms specified in Section K.
2. **Tab B - Executive Summary and Responses to Scope of Services.** Contractor shall provide the following information in the order outlined below:
  - a. A title page;
  - b. A table of contents;
  - c. Executive Summary – This summary, limited to one typewritten page, should provide a high level description of the Contractor’s ability to meet the requirements of the RFP and a statement describing why the Contractor believes itself to be best qualified to provide the identified services;
  - d. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized. Any exceptions determined to be material by the City of San Diego may cause the proposal to be not further considered; and
  - e. Responses to all items specified in Section C, “Scope of Services” beginning with Paragraph A, “Background.”

#### 3. **Tab C - Cost/Price Proposal (if applicable)**

Contractors shall submit its detailed cost proposal as specified in Section B, including any required attachments as specified in Section B.

#### 4. **Tab D – Equal Employment Opportunity (EEO) Policy and Forms and Subcontracting Plan:**

The City Council and Mayor of the City of San Diego are committed to the goals of equal employment opportunity.

**Small Emerging Local Business Program.** Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

- a. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
- b. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

All Contractors must submit with their proposal:

- 1) A copy of their company's equal employment policy, or non-discrimination policy prohibiting discrimination based on race, sex, religion, color, national origin, age or disability that is unrelated to the individual's ability to perform the duties of a particular job position.
- 2) Complete, sign, notarize and return the following forms:
  - Work Force Report.
  - Refer to Section J "Equal Opportunity Contracting Program (EOCP)" for additional required forms.
- 3) The Contractor shall submit a subcontracting plan with the proposal.

The subcontracting plan shall address the following:

- Identify subcontracting opportunities with San Diego-based businesses by: Name of firm, contact person, address, telephone, award amount and services to be rendered.

- Refer to Section J “Equal Opportunity Contracting Program (EOCP)” for requirements. The plan shall address each of these areas and specifically identify name of potential sub-contractor(s), or area to be sub-contracted, field of expertise, number of years in the field, proposed dollars amounts of subcontracting effort by category and references. This plan will be incorporated into the winning contractor’s contract, and monitored throughout the life of the contract for compliance.
5. **Tab E - Signed Contract:** This tab represents the Contract in its entirety, which shall include Sections A through J and the proposal by the Contractor. This tab must include each and every page, form, option, or submittal, as specified in Sections A – J. Therefore, the Contractor shall prepare this tab as follows:
- a. Complete Section A, Contract (blocks 4, 6 and 8) of the RFP;
  - b. Complete Section B of the RFP in its entirety to include any options;
  - c. Include Section C of the RFP, and Contractor’s proposal in response to Section C;
  - d. Include Sections D through I of the RFP;
  - e. Include Section J of the RFP and all completed forms as required in this section; and

**All Proposals must be signed with the firm name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent, with his or her title. The representative signing on behalf of a corporation, partnership, sole proprietorship, joint venture or entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, sole proprietorship, joint venture, or entity and agrees to hold the City harmless, if it is later determined that such authority does not exist. An original signature, in ink, is required. Copies and facsimiles are not acceptable. A Best and Final Offer (BAFO) or written clarifications to the Contractor’s proposal, if requested by the City, will become part of the contract only upon written acceptance by the City in the form of a fully executed Signature Page. If the City requests a BAFO or written clarifications of the Contractor’s proposal, the Contractor shall complete a revised Section A, Contract (blocks 4, 6 and 8), sign and return the revised Contract Document(s). Any changes that result from the BAFO or written clarifications of the Contractor’s proposal shall be clearly identified and justified by the Contractor in a cover letter attached to the revised Contract Document(s).**

## SECTION M

### EVALUATION PROCESS

#### **M.1 Evaluation for Options**

The City of San Diego shall evaluate offers for award purposes by evaluating the qualifications of firms submitting a response to this RFP.

#### **M.2 Process for Award**

The City of San Diego will award a contract to the responsible Contractor on the basis of the low acceptable Proposal that best meets the City's requirements. The combined relative merit of the evaluation criteria listed below will be used in the selection of the Contractor. The City of San Diego may seek clarification of information submitted in response to this RFP. The City of San Diego may also make award without further discussion.

Optional Oral Presentation: The City may require additional written or oral information from Contractors to clarify responses. Only Proposers meeting qualifications as determined by the City may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals and as part of the selection process. Prior to any oral interview, the City will have completed all reference checks. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s) and to assess their expertise. If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within seven (7) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

Optional Discussions/Negotiations: The City has the right to accept the Proposal on the basis of the low acceptable Proposal that best meets the City's requirements, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals. Contractors, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may be asked to discuss and/or negotiate their Proposals with the City to facilitate arrival at a Proposal that is most advantageous to the City. Discussions/negotiations may include verbal and/or written clarifications in price, specifications, terms and conditions, quality, performance of the contract, and any other aspect of this procurement. If the Procurement Specialist determines that discussions/negotiations are in the best interest of the City, the Procurement Specialist will advise select firms in the competitive range to have discussions/negotiations, and then contact those select firms in writing to submit a Best and Final Offer (BAFO) allowing Proposer(s) to change their price proposal after the RFP due date based upon discussions/negotiations for consideration by the City after discussions/negotiations are held. However, discussions/negotiations may not be conducted if the Procurement Specialist determines either that discussions/negotiations are not in the best interests of the City or that discussions/negotiations need not be conducted: (a) with respect to Price Proposals that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior Price Proposal experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable Price Proposal.

Unless the Contractor clearly specifies otherwise, the City may elect to award more than one Contract, by awarding separate items or groups of items to various Contractors. Awards will be made for the items, or combinations of items, which result in the best value and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

The City of San Diego also reserves the right to make award without further discussion. In addition, the City of San Diego reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process. The City may elect to waive informalities, technical defects and minor irregularities in Proposals and may reject all Proposals when to do so is in the best interest of the City. The City reserves the right to limit the competitive range to Proposers that are highly rated.

### **M.3 Evaluation Panel**

1. Based on the evaluation criteria outlined in M.4, all technical proposals shall be evaluated and scored by the Source Selection Evaluation Committee designated by the City of San Diego. Written or oral discussions may be requested from the Contractors to resolve uncertainties relating to their Proposals and to arrive at a complete agreement on all requirements. The Source Selection Evaluation Committee, upon completion of evaluating the technical proposals, will recommend

to the Purchasing Agent that Award be made to the selected highest technically qualified ranked firm(s).

2. The City of San Diego reserves the right to investigate the qualifications of all Contractors under consideration and to confirm any part of the information furnished by a Contractor, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

**M.4 Evaluation Criteria** The following elements represent the evaluation criteria that will be considered during the evaluation process:

<p>A. Responsiveness to the Request for Proposal. (5 Points)</p> <ol style="list-style-type: none"> <li>1. Requested information included and thoroughness of response.</li> <li>2. Executive Summary, understanding of the project.</li> <li>3. Clarity and brevity of the response.</li> </ol>
<p>B. Responses to Scope of Services. (30 Points)</p> <ol style="list-style-type: none"> <li>1. Thoroughness of Implementation Plan addressing each task specified in the scope of work</li> </ol>
<p>C. Qualifications and Experience. (40 Points)</p>
<p>E. Past Performance as Indicated by References. (10 Points)</p>
<p>F. Equal Opportunity Contracting Program (EOCP) (25 Points).</p> <ol style="list-style-type: none"> <li>1. Commitment to Equal Opportunity demonstrated by programs and hiring practices in employment and subcontracting.</li> </ol>
<p>G. Cost. (15 Points)</p>
<p><b>TOTAL (125)</b></p>
<p><b>Optional Oral presentation (40 Point)</b></p>

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The evaluation criteria are weighted as indicated above.

**M.5 Additional Eligibility Requirements**

**M.5.1** The Contractor must have no conflict of interest with regard to any other work performed by the firm for The City of San Diego.

**M.5.2** The Contractor must adhere to the instructions in this RFP on preparing and submitting the response

Attachment 1



**City of San Diego  
Purchasing & Contracting Department  
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:   
[ID Number will be provided by City]

**Firm Info:**

Firm Name:   
(as reported on W9)

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business License:

Website:

**Contact Info:**

Contact Name:

Title:

Email:

Phone:  Cell:

**Alternate Address (if different from above) to Receive Remittance:**

Mailing Address:

City:  State:  Zip:

**Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address:

City:  State:  Zip:

**Contractor Licenses (if applicable)**

License Number:  License Type:

License Number:  License Type:

License Number:  License Type:

**Contractor/Vendor Registration Form – Page 2**

**Firm Name:**   
(as reported on W9)

**Product/Services Information:**

NIGP Codes:

\*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

**The City requires this information for statistical purposes only.**

<b>Primary Owner of the Firm*</b> <small>(51% ownership or more)</small>     <small>*Required</small>	<input type="checkbox"/> Male <input type="checkbox"/> Female    or	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility
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**Ethnicity:**

Ethnicity:

\* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

**Ownership Classification**

Classification:

\* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
EBE	(Emerging Business Enterprise)
ELBE	(Emerging Local Business Enterprise)

**Certified by an Agency?**     No     Yes (enter Certification Number and Certifying Agency below)

Certification #:     Expiration Date:

Agency:

Certification #:     Expiration Date:

Agency:

**Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.**

Please mail this form to: Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to: 619/236-5904

Attachment 2

City of San Diego Purchasing & Contracting Department  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

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**B. BIDDER/CONTRACTOR INFORMATION:**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 ? Yes                      ? No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?  
 ? Yes                      ? No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: \_\_\_/\_\_\_/\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation?  Yes  No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_/\_\_\_/\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.



City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS  
*Pledge of Compliance Attachment "A"*

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachment 3

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**

**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101

**COMPANY INFORMATION**

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm’s equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm’s compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
  - Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City’s approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

Attachment 4

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

**TABLE OF CONTENTS**

- I. City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
- A. Proposal Documents to include Disclosure of Discrimination Complaints. As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- B. Contract Language. The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:
- Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
- C. Contract Disclosure Requirements. Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material

breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

**III. Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- C. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

**IV. Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

- A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:
  - 1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:
    - a. 20% participation – 5 points
    - b. 25% participation – 10 points
    - c. SLBE or ELBE as prime contractor – 12 points
  - 2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.
- B. Subcontractor Participation List. The *Subcontractor Participation List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed

Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

- C. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

**V. Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Consultants are required to submit the following information with their proposals:

- 1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
  - 2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
  - 3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
  - 4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the RFP evaluation process. A maximum of [13?] additional points will be awarded will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

## VI. Definitions.

Certified **“Minority Business Enterprise” (MBE)** means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified **“Women Business Enterprise” (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified **“Disadvantaged Business Enterprise” (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified **“Disabled Veteran Business Enterprise” (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

**“Other Business Enterprise” (OBE)** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**Local Business Enterprise (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been

in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

**IX. List of Attachments.**

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report

City of San Diego

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209



**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**Section 1.01 CONTRACTOR IDENTIFICATION**

Type of Contractor:     Construction     Vendor/Supplier     Financial Institution     Lessee/Lessor  
                                  Consultant     Grant Recipient     Insurance Company     Other

Name of Company: \_\_\_\_\_

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

- 
- One San Diego County (or Most Local County) Work Force - Mandatory
  - Branch Work Force \*
  - Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of \_\_\_\_\_

(Firm Name)

\_\_\_\_\_ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20.\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
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Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

**I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:**

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

**Exhibit B: Work Force Report Job categories-Trade****Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

**Carpenters****Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers****Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

**Electricians****Elevator Installers and Repairers****First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

**Glaziers****Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**

Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
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Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

**I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:**

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
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Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

**Exhibit B: Work Force Report Job categories-Trade****Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

**Carpenters****Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers****Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

**Electricians****Elevator Installers and Repairers****First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

**Glaziers****Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**

Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**





# CITY OF SAN DIEGO

## PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

### ADDENDUM A

Proposal No. 10015022-11-W

Proposal Closing Date: June 30, 2011  
@ 4:00 p.m.

Proposals for furnishing the City of San Diego with **Waste Characterization Study**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original page 9 and replace with the attached Addendum A page 9. (NOTE: Section B, Price Schedule, Cost Proposal Table has been changed.)
2. Delete the original page 15 and replace with the attached Addendum A page 15. (NOTE: Section C, paragraph I, has been changed.)
3. Delete the original page 16 and replace with the attached Addendum A page 16. (NOTE: Section C, paragraph N, Tables 1 and 2 have been changed.)
4. Delete the original page 19 and replace with the attached Addendum A page 19. (NOTE: Section C, paragraph N, Table 3 has been changed.)
5. Delete the original page 25 and replace with the attached Addendum A page 25. (NOTE: Section G, item 1 has been changed.)
6. Add six (6) pages of "Questions and Answers" have been added. (Please note these questions and answers are being provided for informational purposes only.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Bill Broderick  
Procurement Specialist, CPPB  
(619) 236-6653

June 21, 2011

BB/muw

**SECTION B**

**PRICE SCHEDULE**

Price schedule instructions for Scope of Services as specified in Section C.

For evaluation purposes pricing should be constructed citing estimated quantities or core requirements and deliverables, which utilize firm fixed pricing or fully burdened labor rates over the contract period.

Part 2 of the Pricing Page will be used for evaluating total cost per sample should the City wish to add additional sampling beyond the estimates specified in the Scope of Work of this RFP.

**Cost Proposal Table**

<b>Cost Proposal RFP EP</b>	
<b>Description of Cost for 3-Season waste study as specified in Scope of Work:</b>	<b>Total Cost for Task</b>
<b>Task 1</b>	
<b>Task 3</b>	
<b>Task 4</b>	
<b>OPTIONAL 3-Season automated greenery contamination study as specified in Scope of Work Task 5.</b>	

<b>Cost Proposal Part 2 RFP EP</b>	
<b>Description of Cost for Task 2 ONLY:</b>	<b>Cost per Sample</b>
<b>Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work Task 2.</b>	
<b>Per Sample cost for observational sample of self-haul vehicle as specified in Scope of Work Task 2.</b>	

1. Digitally photograph each sample before sorting with a “story board” in each photo identifying the date, time, sector sampled, number (#) of the sample, etc.
2. Complete sampling and/or sorting of all designated loads before 4:30 p.m. each day so that landfill operations can bury all samples by the end of each day.
3. Include Saturday sampling in self-haul vehicle study.
4. Each day of sampling, provide City representative with a breakout of the number of samples taken within each of the sectors outlined for the previous day. Please use format in Table 2 (or similar).

I. CITY RESPONSIBILITIES

Provide, or cause to be provided, municipal solid waste as required for executing sampling plan.

Provide sufficient area at the landfill as necessary for the Proposer to safely conduct the field studies, without charging disposal fees to the Proposer. Area will be sufficiently close to working face so that wastes may be moved from work area without cost to proposer.

Provide handling and proper disposal of any hazardous wastes discovered in samples.

Provide a representative to be trained by Proposer in field sampling methodology.

Provide training for filling out sector breakout outlined in Table 2.

**Provide scale house staff to help identify vehicles selected.**

**Table 1: Commercial, Residential, and Military Waste**

<b>Sorted Samples</b>	
<b>Strata</b>	<b>Total</b>
Single family with recycling	30
Single-family with recycling & yard	30
Multi-family	30
<b>Total Residential</b>	<b>90</b>
Commercial front loader	20
Commercial open drag-on	20
Commercial compactor drag-on	20
<b>Total Commercial</b>	<b>60</b>
Military refuse (32 <sup>nd</sup> Street Base Only)	10
<b>Total Military*</b>	<b>10</b>
<b>Overall (Total est. Samples per Season)</b>	<b>164</b>
<b>*Ratio of military self-haul vs. military contract hauler to be kept proportional</b>	

**Table 2: Self-Haul Vehicle Study****Observational Samples for Vehicle Type Study**

Source	City Dept.	Commercial	Military	Residential	# of Samples
Flat Rate Vehicle					67
Small/ Medium Trailers					40
Medium Heavy Truck					30
Heavy/ Three axle Truck					10
Modified Pickup					30
Large/Double Axle Trailers					30
Other Roll-offs					60

**Total Estimated Observational Samples Per Season for Self-haul Study****267**

- g. Provide draft and final report of study in conjunction with Task 4.

2. City Responsibilities

- a. Provide, or cause to be provided, source separated residential automated green waste loads at no charge to the Proposer.
- b. Provide a space, at the Miramar Greenery, to conduct sorting & weighing.
- c. Provide one (1) heavy duty loader and one (1) Equipment operator to assist in the spreading of loads.
- d. Provide three (3) Alpha Project crew members to conduct sorting and assist with weighing.
- e. Provide total load weight from City’s Automated Weighing System.
- f. Provide copies of prior automated greenery contamination studies.
- g. Review, within fourteen (14) business days, draft Greenery Contamination Study within Waste Characterization Report and provide written feedback and/or amendments to Proposer for finalized report.

The SOW is a summary of what the Proposer is to accomplish, which may be stated in terms of core requirements and deliverables. The SOW is what the Proposer is to accomplish stated in a clear and complete description of work to be performed: clear cut division of responsibility between the City and the Contractor; does not exceed the City’s actual need; not restrictive and need is stated in terms of what the market can satisfy. Details of the SOW are delineated in Section II, Specifications.

N. SCOPE OF WORK

Proposers shall complete all tasks as specified in the Scope of Work.

1. Core Requirements, Deliverables and Timeline

**Table 3: Anticipated Timeline**

<b>Activity</b>	<b>Tentative Date</b>
Request for Proposal Issued	May 25, 2011
Pre-Proposal Meeting	June 8, 2011
Written questions due to City	June 10, 2011
Proposal due to City	Tentatively June 30, 2011
Notice of Selection	45 days after Closing
Kick-off Meeting	TBD- Estimate October , 2011
Fall Season Study	October/ November, 2011
Winter Season Study	February/March 2012

## SECTION G

### CONTRACT ADMINISTRATION DATA

The Contract Administrator for this service is the City of San Diego's Recycling Specialist or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

#### INVOICING AND PAYMENT

1. Invoices must be **submitted in duplicate** (one copy to be marked "original") to:

- The City of San Diego  
Renee Robertson  
Recycling Specialist  
City of San Diego  
9601 Ridgehaven Court, Suite 320  
San Diego, CA 92123

and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s); (6) a copy of all records supporting a copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period to be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101; (7) total charges billed at this time and date; and (8) total payments received to date.

2. Upon review and approval from the Environmental Services Department, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

## Proposal No. 10015022-11-W

### Questions and Answers

Please note these questions and answers are being provided for informational purposes only.

1. **Question:** Will Miramar Scale-house staff be available to assist with vehicle selection?

**Answer:** Yes, Scale house staff will help identify vehicles selected; however, Proposer is responsible for designing selection process.

2. **Question:** Will the City provide tonnage data by strata for commercial, residential, and military waste and by vehicle type and generator for self-haul waste?

**Answer:** The City can provide self haul data that differentiates between residential, commercial, and military, and also vehicle type for all three. (See Table).

3. **Question:** Are commercial refuse loads containing C&D to be included in the commercial sampling?

**Answer:** Yes.

4. **Question:** We assume that the per sample costs are to be based on field costs for sorting only. Please confirm this.

**Answer:** The City confirms this.

5. **Question:** Please confirm that separate costs for the Task 1 Design, Task 3 Analysis, and task 4 Reporting will be required as part of our submittal.

**Answer:** The City confirms this. Please see new pricing sheet.

6. **Question:** Please provide the list of pre-proposal attendees with contact information.

**Answer:** List will be attached to the end of the question and answer section of the addendum

7. **Question:** Will the contractor be required to visually characterize 207 self-haul samples per season (621 total) or 207 total over three sampling seasons?

**Answer:** The City estimates approximately 267 self-haul samples per season. Please see the update to Table 2 in the addendum. Samples in Table 2 will be allocated by column prior to beginning work.

8. **Question:** In light of comments discussed at the Pre-Proposal conference regarding the confidence interval at 90% confidence level, would the City consider determination of the confidence interval level as part of the scope in Task 1 where recommendation are requested from the Proposer?

**Answer:** Yes.

9. **Question:** p. 9 - Section B Price Schedule: Please clarify if you are looking for a total cost per sample or a field operations cost per sample. (We are of the opinion that a field operations cost per sample would be more appropriate for the purposes of allowing rapid negotiation of an alternative number of samples.) Also, it may be more informative to the City to require the total cost to be broken down into line items that correspond to each of the tasks that are included in the Scope.

**Answer:** Please see answer above and new pricing sheet in addendum.

10. **Question:** p. 16 – It was stated in the prebid meeting that the City can supply data about its waste stream that is broken into the same 8 strata as shown in Table 1. Please confirm and if possible provide historical waste quantity data (annual totals are preferred).

**Answer:** This will be supplied at a later date and is not available for the proposals.

11. **Question:** p. 16 – Is C&D debris included or excluded from the three strata of “Commercial” waste in Table 1? (Can C&D loads be readily distinguished in the City’s scalehouse software system?)

**Answer:** C&D debris is not excluded. Yes, C&D loads can be readily distinguished at the scale house and with the automated tracking system.

12. **Question:** p. 16 – Table 2 – Confirm that the 207 self-haul samples are to be completed each season or in total.

**Answer:** See above answer to page Question #7. (Yes, 267 samples per answer in question above).

13. **Question:** p. 18 – Task M. We understood that the City will provide the labor and mobile equipment (i.e. loader) to perform this task, and that the proposer need only provide one experienced, professional field supervisor to assist with the field operations, supply the scale and weigh sorted samples, and rigorously manage the resulting composition data (please confirm) for the duration of the sorting. Please specify how many 7-ton truckloads of residential automated green waste the City’s Alpha Project crew can sort (into categories acceptable to the City) per day. Also, does the proposer need to provide personal protective equipment (gloves, tyvek, etc.) for the Alpha Project crew or will the City provide PPE for its crew?

**Answer:**

**Part 1.** The City confirms that the City will provide labor and mobile equipment to perform this task and that the proposer is responsible for providing one experienced field supervisor, weigh sorted samples and manage resulting composition.

**Part 2.** It is estimated that the Alpha Crew can sort six (6) seven (7) ton loads per day

**Part 3.** The City will provide protective gear for the Alpha Crew

14. **Question:** p. 22 – BB Qualifications. Back story: Our firm is relatively young, having been formally organized only in 2005. Since that time we have been significantly involved in two California waste characterization studies. However, our principals have been consulting on waste characterization studies for prior employers dating back to the mid 1990s, and have been materially involved (i.e., project manager, statistician, field operations manager) in two additional California waste characterization studies while working under prior employment. In our opinion, our firm meets all of the stated qualifications except we have only participated in four California projects instead of five (inclusive of work by the firm’s principals while with a prior employer). Please confirm that proposers will not be considered unresponsive (and/or disqualified) if they meet all “firm-specific” and “personnel-specific” experience qualifications, but they fall short of the five suggested California studies.

**Answer:** The experience and qualifications written into the RFP are what the city considers reasonable expectations to be brought by any firm submitting a proposal. There are many factors and multiple evaluators. This area would not be grounds for not being considered, given the entirety of the overall value present in the proposal.

15. **Question:** p.25 – Confirm that the City will accept invoices based on milestones completed (rather than detailed time and material invoices) in accordance with the Price Schedule. Given the extensive amount of expenses incurred on waste characterization projects, we greatly prefer billing milestones over T&M.

**Answer:** You need to complete the price pages (see new price pages in addendum) herein to be responsive to the proposal. Firms can propose alternate ways of payment. Price pages are a means for the evaluation team and management to understand what cost are being proposed and evaluated equally and efficiently.

16. **Question:** p. 38 – Performance Evaluation Meeting: This clause mentions “weekly meeting availability.” Confirm that such meetings may be conducted via teleconference.

**Answer:** At the City’s discretion, teleconferencing is acceptable when appropriate in order to minimize costs. The City does not foresee any need for weekly meetings. However, the initial kick-off meeting will be a face-to-face meeting, and the City would like meetings at the end of each season to discuss how sampling went before field staff leaves the San Diego area.

17. **Question:** p. 40 – Photo Identification Badge: Would the City consider waiving the requirement for a photo ID badge in exchange for the Contractor agreeing to set up a work area with clearly demarcated boundaries and to require work crews to remain within the established work area?

**Answer:** This would be an issue to be included in and exception to Terms and Conditions which could be negotiated. Given the scope of this project it would be up to the evaluation team and Environmental Services Management as to how flexible this term could be applied

18. **Question:** p. 47 – Procurement Card Transaction. Confirm that this clause does not apply and that the City will not require Contractor to have a credit card reader.

**Answer:** Correct, The city doesn't see any reason why a procurement card would be of value in this contract.

19. **Question:** p. 51 – Please confirm that no performance bond is required for this project.

**Answer:** There is no Performance Bond required for this project.

20. **Question:** p. 65 – Criminal Background Check. We have not run criminal background checks on our employees at the current time, and (thankfully) do not believe we have any employees that are in violation of this section. Since this is new ground for us, please help with the following clarifications. It appears this form requires criminal background checks for all employees (to verify no felony convictions), even those not slated to work on the project. Please confirm if this is true or if checks are only required on staff slated to perform work on the project. Also, does the requirement for checks include staff that will never set foot in the City (i.e., office staff) but who are working on the project, or does it apply to both remote and on-site staff? Are the checks required (a) prior to submittal of the proposal or (b) prior to signing a contract? What constitutes an acceptable criminal background check in the eyes of the City (i.e., who is to perform)?

**Answer:** If you believe it is in both parties' interest to create an exception to this clause please do so and propose your alternative.

21. **Question:** p. 65 – Criminal Background Check. It is likely, although not certain, that we will include as a subcontractor on our project team, a local light industrial temporary staffing company to supply sorting laborers. By the nature of temporary staffing, prospective employees that might work on this project might not yet have been employed by the temporary staffing company. How does the City suggest we go about completing this form in light of the fact that we almost certainly won't know which employees will be staffing the sorting function, and cannot therefore claim to have conducted any criminal background check on these employees? Also, if a convicted criminal has served his/her time and paid his/her debt to society, why would the City object to such an individual participating as a sorter of wastes? (Some of our best sorters on past studies have been reformed convicted felons!)

**Answer:** If you believe it is in both parties' interest to create an exception to this clause please do so and propose your alternative.

22. **Question:** p. 72 Submission instructions: clarify one (1) original and four (4) copies for a total of five (5) (this section is confusing about 4 or 5 copies) Also, on p. 73, there is the statement that the original document must be prepared "using one side of the paper only." Is this correct? If so, is this so the City has a camera-ready hard copy? It seems redundant to ask for this in addition to the electronic copy of the proposal that is being submitted.

**Answer:** The City will requires four (4) wet signature copies from the awarded firm only and will be obtained at the conclusion of final negotiated contract. All Copies must be double sided.

23. **Question:** p. 72 Submission instructions: clarify one (1) original and four (4) copies for a total of five (5) (this section is confusing about 4 or 5 copies) Also, on p. 73, there is the statement that the original document must be prepared "using one side of the paper only." Is this correct? If so, is this so the City has a camera-ready hard copy? It seems redundant to ask for this in addition to the electronic copy of the proposal that is being submitted.

**Answer:** The City will requires four (4) wet signature copies from the awarded firm only and will be obtained at the conclusion of final negotiated contract. All Copies must be double sided.

24. **Question:** p. 73 There is a 50-page limit indicated on this page. Given that the proposal is to be tabbed (Tabs A, B, C, D and E) to what does the 50-page limit apply? I understand the interest of concise proposals, but given the complexity of this RFP the 50 page limit makes me nervous (I'd hate to be DQed for 51 pages because we miscount across five tabbed sections).

**Answer:** The 50 page count is for your response to technical requirements it doesn't include any of the forms or tabs. This clause is to prevent firms from including unnecessary documentation.

25. **Question:** p. 80 Oral Presentation: this paragraph contains a requirement for oral presentations to the City to be given within 7 workdays. Can this be relaxed to allow for both availability of key staff on short notice, and also to secure more reasonable transportation costs (given that costs incurred are the responsibility of the proposer)?

**Answer:** The city endeavors to give as much notice as possible and works to accommodate firms as much as possible. The term is worded to make firms aware that we can, if determined to be in the best interest of the city, impose such time lines. We do allow, when possible, to teleconference people into orals presentations should the firms ask. Unfortunately, you haven't offered a timeline for a "relaxed" presentation, so it is hard to state a definitive answer to your question.

26. **Question:** Are forms available in Word or in “fillable” format in Adobe?

**Answer:** No, Unfortunately the City has not converted these forms to a fill able style.

27. **Question:** Can the City disclose its budget for this project? If not, what was the budget for the City’s prior waste characterization study (if this is even available)?

**Answer:** The City doesn’t disclose proposal estimate as cost, RFP area best value procurement process and to release any estimate bring focus to the wrong element of the project. The last study, completed in 1999-2000, cost approximately \$130,000.

**\* End of Questions and Answers \***



**City of San Diego**

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**RFP No. 10015022-11-W**

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# Landfill Waste Characterization Study

Proposal Submitted **June 30, 2011**

**SUBMITTED TO:**        **Purchasing and Contracting Department**  
The City of San Diego  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

**SUBMITTED BY:**       Charles R. Scott, Principal  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

**ELECTRONIC FILE**

# TAB A – Representations and Certifications

This tab contains all completed verification statements and required forms specified in Section K.

## **1. CONTRACTOR'S COVER SHEET**

Legal Status of Contractor:

1. Name of Firm: Cascadia Consulting Group, Inc.
2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual \_\_\_\_; A Corporation X; Partnership \_\_\_\_ or Joint Venture \_\_\_\_\_. (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)

a. If incorporated, existing under the laws of the State of: Washington.

b. Date of incorporation: March 4, 1993

- c. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: 601-448-948. Data Universal Numbering System (DUN & BRADSTREET) Number: 949318786.

- d. Office which will be responsible for providing the City of San Diego the specified services:

Address: 1109 First Avenue, Suite 400

Seattle, WA 98101

Contact Person/Telephone Number: Charlie Scott/206-449-1120 Fax Number: 206-343-9819  
Email: charlie@cascadiaconsulting.com

5. Name, title, and signature of individual duly authorized as representative to execute contracts:

Name: Charles R. Scott

Title: Principal

Signature: \_\_\_\_\_

6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there's a mistake in the offer.
- 7a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named Propose Firm.
- 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

- 7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under federal law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: \_\_\_\_\_

Printed Name: Charles R. Scott

Position: Principal

Dated this 29th day of June, 2011.

## 2. PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

**SOLICITATION NUMBER: 10015022-11-W**

**NAME OF CONTRACTOR:** Cascadia Consulting Group, Inc.

**ADDRESS:** 1109 First Avenue, Suite 400

Seattle, WA 98101

United States

**TELEPHONE:** (206) 343-9759

1. Name your principal financial institution for financial reference:

Name of Bank: U.S. Bank

Point of Contact: N/A

Address: 723 1st Avenue

Seattle, WA 98104

Telephone Number: (206) 344-2322

I authorize the release of credit information for verification of financial responsibility.

\_\_\_\_\_  
Contractor's Signature

06/29/2011  
(Date)

Charles R. Scott  
Name (typed or written)

2. State your firm's average receipts over the past three (3) years: \$3.6 M.



Reference #2

Name of Entity: City of Seattle, Washington

Contact Person: Jenny Bagby, Economic Principal and Project Manager

Phone No: (206) 684-7808

Dollar Value of Contract: \$100,000-150,000 per year Contract Dates: 1988-ongoing

Requirements of the Contract: Directed this ongoing program since its inception. Work includes sampling of residential waste, curbside recycling, and commercial and self-haul waste. Plans and oversees all research, analysis, and reporting.

Reference #3

Name of Entity: King County, Washington

Contact Person: Bill Reed Phone No: (206) 296-4402

Dollar Value of Contract: \$80,000-\$350,000 per year Contract Dates: 1992-ongoing

Requirements of the Contract: Since 1992, Cascadia has managed this multi-year study to characterize all County-generated waste delivered to the 10 King County transfer stations. The project has involved the design of a system-wide study for residential and non-residential waste delivered by franchised haulers as well as self-hauled waste.

- 8. The Contractor is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of the proposal. NOTE: Add additional pages if necessary.

**Company Name:** Sky Valley Associates **Contact Name:** J. Brad Anderson  
**Address:** 1461 Ocean Shores Blvd SW **Phone Number:** (360) 940-7313  
Ocean Shores, WA 98569 **Fax Number:** (360) 386-1286  
**Dollar amount of sub-contract:** \$102,000 - \$132,000 **Contract Dates:** TBD  
**Contractor's License #:** TBD  
**Requirements of contract:** Adherence to schedule, safety protocol, and quality standards.  
**What portion of work will be assigned to this subcontractor:** Field Sampling and Sorting Support

---

**Company Name:** MSW Consultants **Contact Name:** John Culbertson

Address: 842 Spring Island Way Phone Number: (407) 380) 8951

Orlando, FL 32828 Fax Number: (301) 591-4471

Dollar amount of sub-contract: \$71,250 - \$85,250 Contract Dates: TBD

Contractor's License #: TBD

Requirements of contract: Adherence to schedule, safety protocol, and quality standards.

What portion of work will be assigned to this subcontractor: Field Sampling and Sorting Support

---

---

Company Name: Stanfield Systems, Inc. Contact Name: Shonna Martin

Address: 718 Sutter St., Suite 108 Phone Number: (916) 608-8006

Folsom CA 95630 Fax Number: (916) 608-0657

Dollar amount of sub-contract: \$11,250 Contract Dates: TBD

Contractor's License #: TBD

Requirements of contract: Adherence to schedule, safety protocol, and quality standards.

What portion of work will be assigned to this subcontractor: Data Management Services

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
    - a. Are  are not **X** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
    - b. Have  have not **X**, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - c. Are  are not **X** presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
  2. The Contractor has  has not **X**, within a three (3) year period preceding this offer, had one or more contracts terminated for default by any federal agency.
  3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Purchasing Agent may render the Contractor non-responsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

Cascadia Consulting Group, Inc.  
Name of Firm

---

Signature of Authorized Representative

Charlie Scott  
Printed/Typed Name

June 29, 2011  
Date

#### 4. DECLARATION REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Cascadia Consulting Group

Name of Firm

---

Signature of Authorized Representative

Charlie Scott

Printed/Typed Name

June 29, 2011

Date

## 5. PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

Cascadia Consulting Group, Inc.

Name of Firm

---

Signature of Authorized Representative

Charles R. Scott

Printed/Typed Name

June 29, 2011

Date

## 6. CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

**7. AFFIDAVIT FOR CONTRACTOR/VENDOR**

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: **Ej ctigu'T0Ueqw**  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: 91-1589555

Position: Principal and Vice President

Firm Cascadia Consulting Group, Inc.

## 8. CONFLICT OF INTEREST DISCLOSURE STATEMENT

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts Of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name: **Ej ct rgu' T0Ueqw**  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: 91-1589555

Position: Principal and Vice President

Firm: Cascadia Consulting Group, Inc.

## **9. DRUG-FREE WORKPLACE**

### **A. GENERAL**

All City projects are now subject to The City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### **B. DEFINITIONS**

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by The City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

### **C. CITY CONTRACTOR REQUIREMENTS**

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

**NOTE:** The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD  
DRUG-FREE WORKPLACE  
CONTRACTOR CERTIFICATION**

**BID NUMBER: 10015022-11-W**

**PROJECT TITLE:** Waste Characterization Study

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

Cascadia Consulting Group, Inc.

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: \_\_\_\_\_

PRINTED NAME: Charles R. Scott

TITLE: Principal

COMPANY NAME: Cascadia Consulting Group

ADDRESS: 1109 First Avenue, Suite 400

Seattle, WA 98101

TELEPHONE: 206-343-9759 FAX: 206-343-9819

DATE: June 29, 2011

# Tab B – Executive Summary and Responses to Scope of Services

## a. Title Page



City of San Diego - RFP No. 10015022-11-W

# Waste Characterization Study

Proposal submitted by Cascadia Consulting Group, Inc.

June 30, 2011

Charlie Scott  
1109 First Avenue, Suite 400  
Seattle, WA 98101  
(206) 449-1120  
Charlie@cascadiaconsulting.com  
www.cascadiaconsulting.com



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# Proposal to Conduct a Waste Characterization Study

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## c. Executive Summary

A waste characterization study is a complex undertaking, and experience in implementing similar studies is extremely valuable. For the City of San Diego we have assembled a project team that is uniquely prepared to organize and implement an efficient and cost-effective waste characterization study rapidly and at a very high level of quality. Cascadia Consulting Group, Sky Valley Associates, MSW Consultants, and Stanfield Systems share extensive experience conducting research in solid waste and recycling across the state of California. Our team is unmatched in our expertise in waste characterization methodology, research, analysis, and planning. In particular, our team offers:



- **The San Diego-based experience required for this study.** The project will be managed by Cascadia Consulting Group, who designed and conducted Miramar Landfill’s previous characterization studies. Using the same team led by the same personnel guarantees that the study will be consistent with and comparable to previous research.
- **A solid grasp of CalRecycle’s Draft Regulations Governing Disposal Characterization Studies** and an ongoing working relationship with CalRecycle staff. Charlie Scott, Principal of Cascadia, helped to develop CalRecycle’s Draft Regulations Governing Disposal Characterization Studies, which Cascadia has used to implement the three most recent statewide waste characterization studies in California and to guide numerous waste analysis studies for Californian municipal governments.
- **Over 20 years of experience, allowing us to deliver high quality results quickly, smoothly, and cost-effectively.** Having conducted over 100 major waste characterization studies for clients from New York to Honolulu, our team is well prepared to conduct an accurate and cost-effective study that will serve as the foundation for the next steps in planning. Over the years, we’ve learned how to coordinate and mobilize our combined team quickly and efficiently. We are accustomed to hitting the ground running and we will get the job done on time and within budget.
- **A proven ability to work with the waste industry to make waste characterization studies proceed safely and efficiently.** Our studies have placed us in hundreds of transfer stations and landfills. We understand the concerns and operational needs of facility managers and we have a strong track record of working successfully with facility managers and haulers.
- **A waste sorting crew led by highly trained professionals.** Our crew brings unsurpassed knowledge of material categories and waste characterization practices. With unparalleled accuracy, consistency, and productivity, they characterize far more samples per day than less experienced crews. We also anticipate utilizing temporary or contract personnel to supplement field work. In recognition of the City’s desire to support and strengthen disadvantaged businesses locally, we have attempted and are open to recruiting local staff but have not yet identified a viable or interested staffing source.

## d. Exceptions

Cascadia does not wish to propose any exceptions to the RFP.

## e. Scope of Services

Per RFP requirements, “Section e. Scope of Services” includes responses to all items specified in RFP Section C, “Scope of Services” beginning with Paragraph A, “Background.”

**Note:** For ease of reference, we have preserved the numbering system provided in the RFP despite some hierarchical inconsistencies. In addition, we have omitted responses to paragraphs that were marked as non-applicable (n/a) to this contract; namely, paragraphs C, O, P, Q, R, S, U, W, Y, AA, and CC.

---

## A. Background

The City of San Diego has achieved an impressive recycling rate of 66% due to its effective residential curbside programs, the City Recycling Ordinance (targeting commercial and multifamily generators), and the Construction and Demolition Recycling Ordinance. To identify opportunities for additional recycling and diversion, the City has solicited proposals to characterize the amounts and types of waste disposed by multiple sectors, including single family with and without yard waste collection, multifamily, commercial for three collection vehicle types, military, and self-haul. The primary use of the data from this waste characterization will be to develop enhanced recycling and diversion strategies. The data will also be used to measure the impact of recent diversion programs and establish a baseline for assessing future successes. As such, the waste characterization study must be accurate, reliable, representative of each sector, and comparable to prior waste characterization studies.

---

## B. Objective

To identify opportunities for additional recycling and diversion, Cascadia submits this proposal to characterize the amounts and types of waste disposed by multiple sectors, including single family with and without yard waste collection, multifamily, commercial for three collection vehicle types, military, and self-haul.

---

## D. Precluded Participation

Cascadia understands that if we are awarded this contract we will be precluded from participation in any solicitations or contracts that result directly or indirectly from this RFP.

---

## E. Core Requirements and Deliverables

---

### OVERVIEW OF TWO ALTERNATIVE APPROACHES

Our team brings a high level of experience in collaboratively designing waste characterization studies that meet the different objectives of both affected jurisdictions and stakeholders. This expertise, along

with Cascadia’s flexibility and commitment to meeting the City’s objectives, ensures that our final approach to waste characterization will fully meet the City’s needs.

As suggested in the pre-proposal meeting, the Cascadia team will present a “base” and an “alternative” proposal for waste characterization that differ in the number of samples allocated to the commercial sector. The details of each alternative approach are provided below.

---

### ALTERNATIVE #1 BASE STUDY

**Alternative #1 “Base Study”** is designed to meet baseline RFP requirements. Specifically, this approach will include:

- 90 hand-sorted samples of single family waste with curbside recycling.
- 90 hand-sorted samples of single family waste with curbside recycling and yard waste.
- 90 hand-sorted samples of multifamily waste.
- 180 hand-sorted samples of waste from commercial, institutional, and industrial sources, including 60 from commercial front loader collection routes, 60 from open drag-on containers, and 60 from compactor drag-on containers.
- 30 hand-sorted samples of military waste.

In addition, our team will visually characterize 801 loads of self-haul waste, stratified by vehicle type, and if desired, manage the sorting of 12 automated green waste collection loads.

***Bottom line: Alternative #1 provides robust, representative composition data to characterize residential waste and make reliable comparisons among the residential subsectors and seasons. However, we feel that the “Base Study” under-samples the more variable commercial waste stream. More commercial samples are needed to make reliable comparisons among vehicle types and seasons and to meet CalRecycle’s Uniform Waste Disposal Characterization Method.***

---

### ALTERNATIVE #2 RECOMMENDED APPROACH

**Alternative #2 “Recommended Approach”** is designed to meet CalRecycle’s *Standard Method* for sampling of municipal solid waste. This alternative will provide reliable and representative data for the residential, commercial, and military waste streams, and permit meaningful comparisons across subsectors and seasons. The approach will include the same number and distribution of samples proposed in the “base study” for all sectors except the three types of commercial vehicles. The “Recommended Approach” will include 180 additional commercial samples for a total of 360 commercial samples as distributed below.

- 120 hand-sorted samples from commercial front loader collection routes.
- 120 hand-sorted samples from open drag-on containers.
- 120 hand-sorted samples from compactor drag-on container.

***Bottom line: Alternative #2 meets CalRecycle’s Standard Method and provides robust, representative composition data to characterize all targeted sectors and make reliable comparisons among subsectors and seasons.***

Both of the above options provide reliable estimates of the overall quantities and types of disposed materials by sector, which can be used to identify recycling and other diversion opportunities, develop

## Proposal to Conduct a Waste Characterization Study

Response to City of San Diego RFP No. 10015022-11-W

enhanced and new recycling programs and policies, and provide a foundation for measuring current and future success.

Table 1 below presents the number of proposed samples for each alternative. Table 2 and Table 3 provide estimated confidence intervals at the 90% confidence level for key recyclable materials.

**Table 1. Number of Samples Characterized**

	Base Study	Recommended Approach
Single Family with Recycling	90	90
Single Family with Recycling & Yard	90	90
Multifamily	90	90
Commercial Front Loader	60	120
Commercial Open Drag On	60	120
Commercial Compacted Drag On	60	120
Military	30	30
<b>Hand Sort Subtotal</b>	<b>480</b>	<b>660</b>
Self-Haul Visuals	801	801
<b>Total Samples</b>	<b>1281</b>	<b>1461</b>

**Table 2. Estimated Relative Errors for Key Recyclables: Base Study**

Strata	Single Family	Multifamily	Commercial Front Loader	Commercial Open Drag On	Commercial Compacted Drag On
Cardboard	17%	17%	22%	39%	21%
Newspaper	20%	53%	27%	70%	35%
Other Recyclable Paper	18%	27%	23%	123%	57%
Glass	23%	29%	28%	104%	28%
Tin/Steel Cans	14%	26%	27%	58%	38%
Aluminum Cans	22%	36%	26%	48%	26%
PETE Containers	16%	28%	20%	52%	20%
HDPE Containers	16%	28%	31%	67%	28%

**Table 3. Estimated Relative Errors for Key Recyclables: Recommended Approach**

Strata	Single Family	Multifamily	Commercial Front Loader	Commercial Open Drag On	Commercial Compacted Drag On
Cardboard	17%	17%	16%	28%	15%
Newspaper	20%	53%	19%	50%	25%
Other Recyclable Paper	18%	27%	16%	87%	40%
Glass	23%	29%	20%	74%	20%
Tin/Steel Cans	14%	26%	19%	41%	27%
Aluminum Cans	22%	36%	19%	34%	18%
PETE Containers	16%	28%	14%	37%	14%
HDPE Containers	16%	28%	22%	48%	20%

### PROPOSED METHODOLOGY

Accurate characterization of solid waste is a complex and demanding undertaking requiring precise coordination and planning among team members and rigorous adherence to standards of quality. This section describes how our team will cost-effectively achieve those standards and produce high-quality waste characterization estimates for assessing diversion opportunities and developing new and enhanced recycling programs and policies.

Cascadia’s approach to waste characterization research relies on four key principles to ensure that data are statistically reliable, representative of San Diego’s waste streams, and, most importantly, accurate.

- **Careful planning and coordination.** We ensure that sampling operations are efficient and that the required data are collected with minimal disruption to normal operations at disposal facilities. Our team will work closely with City staff and Miramar Landfill personnel to develop a thorough, efficient, and cost-effective data collection plan.
- **Selection of waste for sampling that is representative.** We achieve statistical representativeness by coordinating carefully with City staff, landfill personnel, and waste haulers to develop a sampling plan which ensures that selected loads are statistically representative of the entire “population” of waste being studied.
- **Consistent, accurate, and efficient sorting and characterization methods.** The knowledge and experience of the data collection staff is crucial for reliable results and overall efficiency. Our full-time, professional waste characterization personnel will “hit the ground running” and obtain characterization data quickly and cost efficiently.
- **Statistically appropriate analyses and error-free calculations.** We will use statistical protocols approved by CalRecycle to ensure that we continue our record of producing accurate and statistically reliable reports.

The following sections describe in detail Cascadia’s proposed methodology for accomplishing the four essential tasks of a successful waste characterization study:

- Task 1.** Design Protocol and Develop Plan
- Task 2.** Conduct Field sampling and Visual Observations
- Task 3.** Enter Data and Conduct Analysis
- Task 4.** Prepare Final Reports and Presentations

### TASK 1: DESIGN PROTOCOL AND DEVELOP PLAN

Cascadia has a long and successful record of conducting waste characterization studies. This experience enables our team to develop appropriate and efficient approaches to data collection challenges, avoiding the pitfalls that less-experienced firms often encounter. Our approach to the planning process is detailed below.

### *Step 1: Conduct Kick-off and Design Meetings*

Early, up-front coordination with City collection staff and Miramar Landfill personnel is vital for the study's success. To ensure that we meet all expectations, collect all required data, and address all elements of the study, Cascadia proposes to conduct a kick-off meeting, a disposal site visit, and three additional planning and design meetings with City staff.

At the kick-off meeting, confidence intervals for key materials in the residential and commercial samples will be reviewed to determine the adequacy of the numbers of samples proposed in our "Base Study" and "Recommended Approach." Other items to be discussed at the kick-off meeting include:

- Any questions about the study objectives and proposed data collection methods.
- The list and definitions of materials to be considered in the study.
- Cascadia's proposed data collection periods and timeline for report submittal.
- The procedures for load and vehicle selection.
- Identification of other contacts, such as haulers, who can assist with the overall design and coordination of the study.
- The availability of tonnage information from the City's Automated Weighing System.

In conjunction with the kick-off meeting, the project team will work with City staff to collect information necessary to develop the sampling plan. This will include:

- Guidelines for collection routing and schedules.
- Numbers of loads from each sector expected to arrive at the transfer station on each day of the week.
- Information about available space at Miramar Landfill for load tipping, sample capture, and sorting of samples.

Following the kick-off meeting, the project team also will visit Miramar Landfill to finalize all sampling arrangements. During this visit we will:

- Introduce the project to participating facility personnel.
- Clarify information about facility operations, traffic patterns, and logistics.
- Finalize arrangements for setting up the work area, taking samples, queuing samples, discarding sorted samples, and other in-process activities.
- Confirm procedures requiring coordination between facility personnel and Cascadia's project team.
- Review facility-specific health and safety procedures and emergency contact numbers.
- Answer any questions and address any concerns of the facility managers.

Additional planning and design meetings with City staff will be scheduled as needed.

### **Step 2: Design Protocol and Develop a Sampling Plan**

Following the kick-off meetings, Cascadia will develop a detailed sampling plan and study protocol that specifies the method for selecting loads and samples, the waste characterization process, and sampling procedures. It also will include the City's protocol for the Task 5 Greenery Contamination Study, if the City elects to proceed with this optional task. Cascadia will develop this plan within two weeks of receiving the notice to proceed. A typical outline for a sampling plan appears below.

#### *Waste Characterization Protocol and Sampling Plan*

1. Objective and Overview
2. Definition of Universe
  - 2.1 Sectors (e.g., residential, commercial, military, self-haul)
  - 2.2 Other Strata (e.g., residential generator type, commercial vehicle type, self-haul vehicle times)
3. Numbers and Allocation of Samples
4. Sampling Calendar
5. Site Logistics and Hauler Coordination
6. Obtaining and Sorting Waste Samples
  - 6.1 Load Selection
  - 6.2 Sample Selection
  - 6.3 Sample Sorting and Data Recording
7. Method for Obtaining Tonnage Data
8. Description of Calculations and Statistical Procedures
9. Material Types and Definitions

### **Step 3: Schedule Sampling**

Cascadia will design a sampling schedule for each season based on regular collection schedules. We will schedule sampling dates in a way that represents each season equally and avoids sampling on or near major holidays. In addition, we will design the schedule to ensure an even distribution of samples across days of the week. This is important, because some neighborhoods or types of businesses may be more likely to have their waste collected on certain days of the week. We anticipate that we will sort most residential, commercial, and military samples on weekdays. We will conduct self-haul visuals on Saturdays to correspond with the high number of self-haul loads delivered to Miramar over the weekend. The sampling schedule will be submitted within two weeks of receiving the notice to proceed.

### **Step 4: Develop Data Collection Forms**

Following the completion of the sampling plan, Cascadia will develop data collection forms specifically for this study.

- *Vehicle Selection Forms* will be created for each day of sampling activity. The forms will list the sample quotas specific to each day, by sector, subsector, and type of vehicle entering the landfill. Scale house personnel will be asked to assist with load selection during the study.
- *Material Weight Tally Sheets* will be used to record the net weights for each material.
- *Sample Placards* will be created to flag vehicles selected for sampling. The *Sample Placards* are brightly colored paper signs with the sample number pre-printed on the front. They will be placed on the windshields of every vehicle chosen for sampling, so that the sampling crew manager or visual estimator can easily see and intercept the vehicles.

### TASK 2: CONDUCT FIELD SAMPLING AND VISUAL OBSERVATIONS

A well-conceived plan does not guarantee high quality results. Cascadia relies on proven protocols and expert, professional personnel to perform meticulous field work and achieve consistent, reliable results. Our sampling crew manager will be on-site during all sorting activities and will train the crew of at least four Cascadia sorters and at least one representative of the City who will work alongside the crew. Cascadia's project manager also will be on site during the first few days of sampling each season to ensure that the sampling crew follows approved protocols and maintains consistency across seasons. Our approach to conducting the highest quality field work is described below.

#### *Step 1: Select loads for sampling*

For each sampling day, Cascadia will provide scale house staff with a list of pre-selected residential, commercial, and military route-based loads, along with the expected truck numbers. We also will provide the scale house staff with a separate *Vehicle Selection Form* for selecting self-haul loads to send to the crew at designated intervals.

When an eligible vehicle arrives at the scale house and is selected for sampling, the scale house operator will be asked to place a brightly colored *Sample Placard* on the windshield of the vehicle and direct the vehicle to the sorting area. The placard alerts the waste characterization crew manager that the vehicle has been designated for participation in the study.

#### *Residential, Commercial, and Military Loads*

Before the first sampling season, Cascadia will obtain the collection schedule of each sector and subsector (e.g., front loader), for both City and private collection companies. Cascadia will then randomly select the appropriate number of routes for each day of each season. Cascadia will individually contact the affected hauling companies to review the objectives and requirements of the study and to provide a list of trucks and loads which have been randomly selected for inclusion in each season's sampling.

Cascadia will also verify the residential, commercial, and military route schedules prior to sampling. Prior to each sampling day, Cascadia will send a list of routes to be sampled to the route supervisors. The route supervisor will be asked to verify that route numbers are correct, add truck numbers and vehicle arrival times, and fax the list back to Cascadia. In addition, Cascadia will ask that the route supervisor notify drivers of selected vehicles that they are to participate in the sampling activities.

Self-haul Loads

To select self-haul loads, Cascadia will develop the sampling schedule (as described above as part of Task 1) and calculate a vehicle selection frequency. The frequencies are determined by dividing the total expected number of vehicles for each vehicle type arriving at Miramar on each sampling day by the number of vehicles needed each day. The resulting number determines whether every third vehicle, every sixth vehicle, or every twentieth vehicle is selected. This strategy is referred to as “systematic sampling.” A *Vehicle Selection Form* will be created for each day and each location. An example of a *Vehicle Selection Form* from a previous study is shown on the following page.

Example of a *Vehicle Selection Form* for Systematic Selection

<b>CIWMB 2008 Waste Characterization Study Vehicle Selection Form</b>	
<b>Site:</b> <u>Redwood</u>	
<b>Date:</b> <u>November 17, 2008</u>	<b>Goal:</b> <u>14</u> Samples Total
<p>Each number represents an expected vehicle based on the available data.                      Cross off one number for each category of vehicle entering the landfill.                      When you reach the number circled, ask this vehicle to go to the sorting area.                      When you reach the number with an "S" on it, ask this vehicle to go to the sorting area.                      Ask all pure roofing loads to go to the sorting area for asbestos subsample. Only the roofing loads that are selected through the random selection process should be sorted.</p>	
<b>RESIDENTIAL: (Res 2-5)</b>	<b>NEED 4 TOTAL</b>
<p><i>*Must be at least 80% single-family residential waste.</i></p> <p style="text-align: center;"> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span> 2 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">4</span> 5 6 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">7</span> 8 9 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 11 12 13 14 15                 </p> <p style="text-align: center;">(expect 15)</p>	
<b>COMMERCIAL: (Com 1-4)</b>	<b>NEED 4 TOTAL</b>
<p><i>*Must be at least 80% commercial waste.</i></p> <p style="text-align: center;"> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span> 2 3 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">4</span> 5 6 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 8 9 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">10</span> 11 12                 </p> <p style="text-align: center;">(expect 10)</p>	
<b>SELF HAULED: (SH 1-5)</b>	<b>NEED 5 TOTAL</b>
<p style="text-align: center;">                     1 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 3 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 5 6 7 8 9 10 11 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 13 14 15 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">16</span> 17 18 19 20  <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 22 23 24 25 26 27 28 29 30 31 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">32</span> 33 34 35 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 37 38 39 40                      41 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 43 44 45 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 47 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">48</span> 49 50 51 52 53 54 55 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 57 58 59 60  <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 62 63 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">64</span> 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">80</span> </p> <p style="text-align: center;">(expect 80)</p>	
<b>Multi-family Generator Sample (Res-1)</b>	<b>NEED 1 TOTAL</b>
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span>	

## Step 2: Select samples

We recommend using a sampling approach that involves characterizing 200–250 pound samples from the selected loads. In this approach, a randomly chosen portion is extracted from each selected load and placed on a tarp for sorting and characterization.

This approach is the standard used throughout the State of California and in most other states as well. It was developed and documented in CalRecycle’s *Standard Method*.

## Step 3: Hand Sort residential, commercial, and military loads

Our process for hand-sorting and characterizing waste includes the following process:

- Our sampling crew manager interviews the driver to verify that the vehicle matches the description of the selected vehicle and collects any additional information such as origin, vehicle type, and military base of origin for military loads.
- The selected portion of the load is placed on a tarp, and photographs are taken using a digital camera. The *Sample Placard*, or “story board,” that identifies each sample is positioned so it is visible in each photograph.
- The waste is then sorted into the material categories, and the sorting crew uses plastic laundry baskets to contain the separated materials. The individual members of the sorting crew typically specialize in groups of materials, such as papers or plastics. The crew manager monitors the homogeneity of material in the baskets as they accumulate, rejecting any materials which are improperly classified.
- The crew manager then verifies the purity of each material as it is weighed in its basket, using a pre-calibrated scale, and records each material weight on the *Material Weight Tally Sheet*.

## Training and Safety Considerations

The Cascadia/Sky Valley and MSW sorting personnel are a full time, professional, and experienced group of individuals who are well versed in all aspects of fieldwork.

Nevertheless, each composition study we undertake is unique. At the outset of each season, the sampling crew manager and sampling crew will familiarize themselves with the materials list, field forms, and any unique sorting protocols that will be employed during the season. At the conclusion of the review, the sorting crew will be fully prepared to conduct the seasonal sorts. On-site, the sampling crew manager will be present to provide continual support and supervision.

Training for the study will also include:

- ✓ General facility overviews
- ✓ Facility-specific health and safety requirements
- ✓ Personal protective equipment (PPE) requirements
- ✓ Waste handling techniques
- ✓ Productivity strategies and daily sampling quotas

The sampling crew manager will ensure that crews are following sorting protocol and health and safety requirements, and will closely evaluate each individual sample to ensure that the sorting crew understands the material categories and is uniformly interpreting those categories.

Given the inherent risks associated with sampling and sorting municipal solid waste, ensuring worker safety is of the utmost importance. Our team follows a strict health and safety plan, which will be included as an addendum to our sampling plan.

### Step 4: Visually Characterize Self-haul Loads

Our visual characterization method was developed in conjunction with the California Integrated Waste Management Board (now CalRecycle); it has been used in numerous studies for the State of California and for cities and counties within California. The visual characterization method is described below.

#### Self-haul Visual Characterization Process

**1. Collect information about the load.**

At the sampling area, our crewmember records key information, including the net weight and jurisdiction of origin for each self-hauled load.

**2. Measure load volume.**

The crewmember uses a tape measure to obtain the length, width, and height of the load while it is still in the vehicle, and records the volume on the data sheet.

**3. Photograph the sample.**

Using a digital camera, the crewmember takes a photograph after each sample is tipped. The sample placard that identifies each sample is positioned so it is visible in each photograph.

**4. Note which material classes are present.**

After the driver has dumped the load onto the ground, the crewmember walks entirely around the load and indicates on the *Visual Characterization Form* which major material classes are present in the load.

**5. Estimate composition by volume for each major material class.**

Beginning with the largest major material class present by volume, the crewmember then estimates the volumetric percentage of this material class and records it on the form. An example of a major material class is Paper. This process is repeated for the next most common material class, and so forth, until the volume percentage of every material class has been estimated. The crewmember then calculates the sum for this step, ensuring that it totals 100 percent.

**6. Estimate composition by volume for each specific material component.**

The crewmember considers each major material class separately and estimates the percentage of each major class that is made up of each specific material component.

For example, newspaper is a specific material component within the major material class of Paper materials. While considering only the Paper materials class, the crewmember estimates the volume percentage of Paper materials that is composed of newspaper. The crewmember then does the same for every other specific material component within the Paper material class (such as uncoated corrugated cardboard or office paper). The total of percentages for all of the material components must equal 100 percent. This process is repeated for the other major classes, with all the material components in each material class totaling 100 percent.

**7. Check and reconcile percentage data.**

The crewmember then ensures the percentage estimates for the major material classes add up to 100 percent. Also, the percentage estimates for the specific material components within each major class must total 100 percent.

**8. Convert volume estimates to weight estimates.**

This step is done at our team's offices. Data from the Visual Characterization Forms are entered into a customized database, and accepted density conversion factors are used to develop estimates of the weight of each material component in each load.

### **Step 5: Review data and clean site**

At the conclusion of each sorting day, the crew manager conducts a quality control review of the data recorded on each *Material Weight Tally Sheet*. The completed sheets are transported to the Cascadia office for data entry.

The sampling crew manager will also provide the City representative with a summary of sorting activities for the day including the number and type of samples and an accounting of any missed loads or other unusual conditions.

We will complete all sorting activities by 4:30 each day so all sampled material can be buried by the end of the work day. We will also ensure that the workspace is left in good condition. Our field crew takes steps to reduce or eliminate the risk of litter, particularly in open-air environments. A thorough clean-up effort follows each day of work and includes the following:

- Organizing and stowing of sorting supplies in a designated location.
- Removing all sorted waste discarded throughout the day (the host facility loader operator will help with this).
- Sweeping and cleaning the sort area to prevent windblown litter.
- Removing and properly disposing of any single-use personal protective equipment.
- Checking out with the facility manager each day.

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### **TASK 3: ENTER DATA AND CONDUCT ANALYSIS**

We understand the importance of accurate information. Thus, we protect data integrity during each step – collection, review, entry, calculation, and analysis. Our forms are easy to use, and our data-entry protocols virtually eliminate errors. Our reports are clear and concise, and they identify relevant findings that are useful in establishing solid waste management policies.

Our team will design a customized database to manage the data from waste sorting, and a member of Cascadia’s staff will enter the data from the *Material Weight Tally Sheets*. The waste characterization project manager will inspect the entered data, and any anomalies will be resolved against the hand-written information on the sheets.

A typical data entry screen for our waste characterization studies are shown below.

**Example of Data Entry Screen for Composition Information  
Associated With a Waste Sample**

Subclass	Wta	Wtb	Wtc	Wtd
Newspaper	7.30	0.00	0.00	0.00
OCC/Kraft, unwaxed	19.60	0.00	0.00	0.00
OCC/Kraft, waxed	4.50	0.00	0.00	0.00
Mixed Low Grade	14.20	0.00	0.00	0.00
Phone Books	3.80	0.00	0.00	0.00
Office Paper	5.90	0.00	0.00	0.00
Computer Paper	0.30	0.00	0.00	0.00
Milk/Juice Polycoats	0.60	0.00	0.00	0.00
Frozen Food Polycoats	0.00	0.00	0.00	0.00
Compostable/Soiled	15.10	0.00	0.00	0.00
Paper/Other Materials	0.60	0.00	0.00	0.00
Other Paper	0.00	0.00	0.00	0.00

Steps we take to ensure the integrity of data during entry and analysis include:

- Double-entry of all field data.
- Maintaining duplicate copies of all forms while the originals are being transmitted, entered, and checked.
- Random checks of the computer-entered data against the paper form, to verify that all numbers are being entered and to look for any systematic or random mistakes.
- Encoding the composition analysis formulae so that statistical protocols are consistently applied to different data sets.

Data will be entered at the conclusion of each season’s sampling and a final accounting of all samples sorted during the season will be provided to the City’s representative.

**Step 1: Determine Annual Quantities**

In order to develop a complete analysis of all the material that is disposed, it is necessary to determine the amount of waste associated with each of the specified sectors and subsectors. For this study we will rely on San Diego staff to provide tonnage estimates for all streams that are to be analyzed.

**Step 2: Conduct Composition Analyses**

Using the statistical procedures we have developed in conjunction with the Waste Analysis Branch of the California Integrated Waste Management Board (now part of CalRecycle), Cascadia will develop detailed estimates of waste composition and quantities for each waste sector and season. All estimates will be

presented along with statistical error and confidence intervals at the 90% confidence level. The formulae that Cascadia will use to conduct the required analyses appear below.

**Waste Composition Calculations**

The composition estimates represent the **ratio of the components’ weight to the total sample weight** for each noted subsector. They are derived by summing each component’s weight across all of the selected records and dividing by the sum of the total sample weight, as shown in the following equation:

$$r_j = \frac{\sum_i c_{ij}}{\sum_i w_i}$$

where: r = ratio of components’ weight to the total sample weight

c = weight of particular component

w = sum of all component weights

for i 1 to n

where n = number of selected samples

for j 1 to m

where m = number of components

The confidence interval for this estimate is derived in two steps. First, the variance around the estimate is calculated, accounting for the fact that the ratio includes two random variables (the component and total sample weights). The **variance of the ratio estimator** equation follows:

$$\hat{V}_{r_j} = \left(\frac{1}{n}\right) \cdot \left(\frac{1}{\bar{w}^2}\right) \cdot \left(\frac{\sum_i (c_{ij} - r_j w_i)^2}{n - 1}\right)$$

where:

$$\bar{w} = \frac{\sum_i w_i}{n}$$

Second, **precision levels** at the 90% confidence interval are calculated for a component’s mean as follows:

$$r_j \pm (t \cdot \sqrt{\hat{V}_{r_j}})$$

where:

t = the value of the t-statistic (1.645) corresponding to a 90% confidence level

**TASK 4: DEVELOP FINAL REPORTS AND PRESENTATIONS**

In order to ensure that we fully meet project expectations, our project manager will develop and submit an outline of the final report for review by staff. The outline will indicate all sections and analyses that are expected to be part of the final report. Upon approval of the outline, the project team will prepare a draft of the report, including executive summary, description of research protocols, and waste characterization findings.

Cascadia will submit the draft version of the report to staff within 60 days of completing all field work. After we receive comments and edits from the City in response to the draft, we will incorporate comments, make necessary changes, and submit the completed final report within 20 days of receiving comments from the City.

The final report and accompanying information are expected to include the following elements:

- Overall waste composition analyses for all waste disposed from the City of San Diego, by generator type.
- Overall waste composition analyses for self-haul vehicle study.
- Waste composition analyses for single family residences and the differences between those with only recycling services and those with recycling and yard waste services.
- Waste composition analyses for multifamily residences.
- Waste composition analyses for commercial loads.
- Waste composition analyses for military facilities.
- Waste composition for the seven vehicle types identified in the self-haul study.
- Contamination and composition analysis of curbside greenery loads.
- Comparability, and/or comparison, with prior waste characterization studies.
- An analysis of variance for seasonal variations for all generating sectors.
- Estimates of confidence intervals at the 90% confidence level for each waste category.
- Findings from the greenery contamination study for each season, and a comparison to prior automated greenery contamination studies.

Ten copies of all reports will be provided to the City, along with an electronic PDF version. A USB drive also will be provided with photos of all samples labeled and organized by season.

### **TASK 5: CONDUCT GREENERY CONTAMINATION STUDY**

At the discretion of City staff, Cascadia will manage and oversee three seasonal sorts of curbside greenery material to determine the types and amounts of contamination. Each season, four complete loads, weighing approximately seven tons each, will be fully sorted. Cascadia will provide all supplies and equipment required to conduct the sorts with a City-provided crew.

Prior to initiating the greenery study, Cascadia will document the protocols the City previously used (as part of Task 1 described above) and ensure that all field work complies with the City's protocol and the methods detailed in Task 2 above.

As part of our management and oversight role, Cascadia will take digital photos of the loads, paired with an identifying placard, prior to sorting. We will also take photos of the contaminants that are recovered from each sorted load. Cascadia will enter all sampling data, analyze the data as described in Task 3, and provide findings and a comparative analysis in the report described in Task 4.

### N. SCOPE OF WORK

The Cascadia team is able and willing to perform all elements of the scope of work to the highest standards of accuracy and consistency while adhering closely to the City's timeline and budget. The timeline below demonstrates our understanding and willingness to work within the schedule offered by the RFP.

#### CORE REQUIREMENTS AND DELIVERABLES TIMELINE

ACTIVITY	TENTATIVE DATE
Kick-off Meeting	TBD – Estimate October 2011
Fall Season Study	October/November 2011
Winter Season Study	February/March 2012
Summer Season Study	July 2012
Draft Final Report	60 days after July 2012 study
Final Report	90 days after City comment on Draft

Our proposed Implementation Plan below (*see Paragraph X. Implementation Plan*) provides a more detailed schedule for planning and completing the waste characterization study. Upon contract, we are prepared to work with the City to adjust and finalize a timeline that exactly suites the City's needs.

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### T. QUALITY CONTROL

#### 1. DATA ANALYSIS

Cascadia confirms that we will analyze the data collected in accordance with the California code of regulations (Title 14, Chapter 9, Article 6.1: solid waste generation studies and solid waste disposal characterization studies.)

In fact, **Cascadia helped develop CalRecycle's Draft Regulations Governing Disposal Characterization Studies** and maintains an ongoing working relationship with CalRecycle staff. Charlie Scott, proposed Principal in Charge, provided key input in the development of the Draft Regulations, which Cascadia has used to implement the three most recent statewide waste characterization studies in California and to guide numerous waste analysis studies for municipal governments.

#### 2. USE OF STANDARDS

Cascadia understands that the use of standards generally includes international, federal and state, county, municipal, and manufacture's standards. We hold our waste characterization research to the highest standards of data accuracy and confidentiality, resulting in high quality, reliable studies that provide a solid foundation for future research, recommendations, program planning, policy and legislation, and other actions.

#### 3. QUALITY CONTROL

Cascadia shall adhere to the strict quality control procedures set forth in this proposal, and contained in the Request for Proposal, to ensure integrity of all field data including the entry of that data into

# Proposal to Conduct a Waste Characterization Study

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spreadsheets. Any errors or discrepancies in data discovered by quality control activities shall be directly resolved by Cascadia.

## 4. PROCEDURES

Cascadia will implement and adhere to standardized procedures to control quality and accuracy of all work products and deliverables in accordance with the City’s specifications.

## V. SAFETY AND ACCIDENT PREVENTION

Cascadia staff will take all precautions necessary and will bear sole responsibility for the safety of the work environment, methods, and means, and the safety of all persons performing the work as well as those who may be affected nearby. A detailed Health and Safety Plan will be included as an addendum to our Sampling Plan and shared with all participating project personnel. **We affirm that our safety standards will meet or exceed the requirements specified in the RFP.**

## X. PROPOSER’S IMPLEMENTATION PLAN

Section E presents Cascadia’s technical approach to the work plan. Below is a detailed schedule showing the expected start, duration, and finalization of tasks as they are implemented within the City’s timeline.

TASKS AND DELIVERABLES	Summer/Fall 2011			
	AUG 2011	SEP 2011	OCT 2011	NOV 2011
<b>Design Protocol and Develop Plan</b>				
Conduct Kick-off and Design Meeting				
Design Protocol and Develop a Sampling Plan				
Schedule Sampling				
Develop Data Collection Forms				
<b>Conduct Field Sampling and Visual Observations</b>				
Select Loads and Samples				
Hand Sort Residential, Commercial, and Military Loads				
Visually Characterize Self-Haul Loads				
Review Data and Clean Site				
<b>Conduct Greenery Contamination Study</b>				
Design Protocol and Develop Plan				
Conduct Field Sampling and Visual Observations				
TASKS AND DELIVERABLES	Winter 2012			
	DEC 2011	JAN 2012	FEB 2012	MAR 2012
<b>Conduct Field Sampling and Visual Observations</b>				
Select Loads and Samples				
Hand Sort Residential, Commercial, and Military Loads				
Visually Characterize Self-Haul Loads				
Review Data and Clean Site				
<b>Conduct Greenery Contamination Study</b>				
Conduct Field Sampling and Visual Observations				

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TASKS AND DELIVERABLES	Spring/Summer 2012			
	APR 2012	MAY 2012	JUN 2012	JUL 2012
<b>Conduct Field Sampling and Visual Observations</b>				
Select Loads and Samples				■
Hand Sort Residential, Commercial, and Military Loads				■
Visually Characterize Self-Haul Loads				■
Review Data and Clean Site				■
<b>Conduct Greenery Contamination Study</b>				
Conduct Field Sampling and Visual Observations				■
TASKS AND DELIVERABLES	Summer/Fall 2012			
	AUG 2012	SEP 2012	OCT 2012	NOV 2012
<b>Enter Data and Conduct Analysis</b>				
Determine Annual Quantities	■	■		
Conduct Composition Analysis		■	■	
<b>Develop Final Report and Presentations</b>				
Develop Draft Report		■	■	
Develop Final Report			■	■
<b>Conduct Greenery Contamination Study</b>				
Enter Data and Conduct Analysis	■	■		
Develop Final Report and Presentations		■	■	■

## Z. COOPERATION AND TRANSITION

Cascadia will cooperate with the City and subsequent contractor(s) at the expiration of the contract in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

## BB. QUALIFICATIONS AND EXPERIENCE

### TEAM OVERVIEW

Founded in 1993, **Cascadia Consulting Group** provides sustainability and environmental consulting services to governments, utilities, businesses, and non-profit organizations. Our mission is to make a real, positive difference—for our clients and the environment—by providing an independent perspective and delivering high-quality results. We are dedicated to pioneering a sustainable future by helping clients minimize waste, reduce their environmental footprint, and devise enduring solutions to better manage scarce natural resources.

Cascadia has specialized in solid waste prevention, recycling, and diversion since conducting the first major statewide characterization study in the nation. Our team has performed the principal waste characterization work for every major city and state along the West Coast, including the states of California, Oregon, Washington, and Hawai'i, and the cities of Los Angeles, San Francisco, San Jose, Seattle, Honolulu, and Phoenix. Having led over 100 recycling and waste composition studies, we possess unparalleled knowledge of how to design and conduct efficient, cost-effective studies that deliver accurate and consistent results. With local offices, a strong understanding of California solid waste and recycling systems, and a full time field crew that spends most of its time researching California's waste streams, we are prepared to deliver the most accurate and consistent recycling and waste stream composition study that can be conducted within the City's cost and time parameters. We are joined for this project by long-term partners **Sky Valley Associates, MSW Consultants, and Stanfield Systems, Inc.**

Founded on the premise that careful solid waste planning requires a skilled and professional approach to field data collection, **Sky Valley Associates** has been at the forefront of solid waste planning efforts for over 19 years, developing protocols for all manner of solid waste and recyclables sampling. Their mission is to provide the client with sampling data that exceeds their expectations in terms of quality, productivity, and professionalism.

Sky Valley maintains a consistent and well-trained staff equipped to perform any type of sampling. They adapt quickly to new component schemes and sampling methods, working safely and efficiently in any sampling environment. Since 1992, Sky Valley Associates' crews have completed over *48,000 samples*, totaling over *7.5 million pounds* of hand-sorted material. The personnel proposed for this project represent over *51,000 hours* of combined field experience.

**MSW Consultants** is a specialized consulting company whose key management staff have over 100 years combined experience providing municipal solid waste management planning, recycling program assessment, collection program productivity analysis and routing, solid waste cost-of-service and rate development, waste composition and generation studies, litter and marine debris management, procurement assistance, and implementation assistance for state, county and local governments across the nation. MSW Consultants was created in name in 2002 and legally established as a Maryland Limited Liability Company in 2004. The firm has since established offices in Orlando, Florida; Camp Hill, Pennsylvania; and Fredericksburg, Virginia, with a client base of more than 45 city, county, state and private organizations across the United States.

### WASTE CHARACTERIZATION EXPERIENCE WITHIN CALIFORNIA

Below is a selection of projects that have been undertaken by Cascadia and our partners within the state of California and elsewhere. Additional project descriptions and references are available upon request.

#### *Waste Diversion Research, Cities of Sunnyvale and Mountain View, CA (2009-2010)*

In 2009, the Cities of Sunnyvale and Mountain View commissioned **Cascadia Consulting Group** with **Sky Valley Associates** to design and conduct joint characterization research on disposed waste streams and recycling streams from each city. The study was designed to provide a baseline and identify key diversion opportunities for each city, detailing material quantities and types across five substreams (single-family, multifamily, commercial, construction and demolition, and SMaRT Station residuals) and identifying key diversion opportunities for each of the substreams. At the conclusion of the study, Cascadia submitted a final report and recommendations to each city, highlighting key opportunities that, if utilized, could lead to greater diversion: an additional 43% (19,400 tons) of waste diverted in the City of Mountain View, and 41% (31,600 tons) in the City of Sunnyvale.

#### *Waste Composition Study, Santa Cruz County, CA (2010)*

**MSW Consultants**, working as a subcontractor, assisted in the performance of a two season waste composition study for Santa Cruz County, CA including the City of Santa Cruz and the City of Watsonville. This study encompassed three landfills operated by the municipalities and one transfer station operated by the County. MSW Consultants physically sorted 112 summer and 108 winter samples of residential and commercial waste generated within the county and visually estimated another 18 samples of material from roll-off containers. This county-wide composition study was performed to update Santa Cruz's previous study conducted in 1999, to provide a range of data needed to evaluate the current recycling program, and to continue improving diversion and waste management within the county.

### *Waste Composition Study, Santa Barbara County, CA (2009)*

**Sky Valley** completed this 2009 waste characterization study involved sampling wastes disposed at the County's primary landfill. The work included hand-sorting samples from all sub-streams that were directly hauled to the landfill, and conducting visual estimates of transfer-station materials delivered to the site for ultimate disposal.

### *Waste Characterization Study, Stanislaus County, CA (2008)*

**Cascadia** worked as part of a team to design and conduct a cost-effective study that would characterize the disposed solid waste and estimate the composition and quantity of materials that are brought to the County's Fink Road Landfill and to the waste-to-energy facility that is located adjacent to the landfill. Waste sectors that were characterized included commercial waste, residential waste, waste brought from transfer stations; and self-hauled waste. The study applied statistical analysis to data collected by hand-sorting and visually characterizing waste samples to derive estimates of the composition of each material stream. Sampling and data collection were completed during a four-day period.

### *Waste Characterization Research, City of San Jose, California, 2008-2009*

**Cascadia, Sky Valley Associates, and MSW Consultants** worked together to perform commercial and residential waste characterization studies for the City of San Jose. The residential study sampled waste and recyclables collected from residential routes within the City of San Jose. Wastes and curbside recyclables were collected separately by the City's haulers from 50 households for each given sample. This provided composition data, specific to chosen demographics, which compared the recycled and disposed wastes simultaneously. Six samples per day, weighing up to 1,200 pounds each, were hand-sorted. The commercial component required a detailed review of franchise hauler commercial accounts to develop a representative sampling plan for the three subsets of commercial waste identified by the City: frontload accounts, roll-off compactor boxes, and permanent open top roll-off boxes. The field data collection occurred in March 2008, and took place at a privately owned landfill where the team sampled and sorted 120 loads of commercial waste. The team subsequently analyzed the results and developed report content for presentation to the City.

### *Targeted Statewide Waste Stream Analysis, CalRecycle (2006-08)*

**Cascadia** worked with **Sky Valley Associates** and **John Culbertson of MSW Consultants** (working for another firm) to design and conduct a four-part study to quantify and characterize specific waste streams that were identified during the 2003-04 study as containing relatively large amounts of recoverable material. The areas of focus included: (1) waste from specific industry types, including food stores, retail stores, and distribution centers; (2) waste from material recovery facilities (MRFs); (3) construction and demolition waste; and (4) self-hauled waste. The study entailed collecting and characterizing waste samples and associated data from 300 businesses, 12 MRFs and 16 disposal facilities throughout the state. Findings were analyzed and presented with recommendations for each geographical region and season.

### *Waste Characterization Study, Salinas Valley (2006-07)*

For the Salinas Valley Solid Waste Authority, **Cascadia** implemented a major waste characterization study involving three solid waste facilities and waste arriving from six jurisdictions, with an objective to quantify and characterize waste from each jurisdiction. The study involved characterizing and quantifying more than 660 samples using Cascadia's rapid "hybrid" characterization method that incorporates hand-sorting and visual estimation techniques—delivering reliable results in a significantly shortened timeframe. Results of the study are being used to inform waste management policy and

program implementation throughout the Valley and will support efforts to increase diversion and achieve an ambitious 75 percent diversion goal.

### *Base Year Study, Los Angeles County Dept. of Public Works, CA (2006)*

As part of the effort to develop a new solid waste management Base Year Study for Los Angeles County, **Cascadia** conducted a major characterization study of solid waste originating in unincorporated areas of the county. The study involved coordinating with more than 250 businesses in targeted industry groups as well as 50 apartment buildings to obtain and characterize samples of disposed waste. It also involved arranging the interception of waste from 100 single-family curbside setouts and 115 self-haul vehicles upon arrival at disposal facilities. The results of the study have provided the county with precise identification of diversion opportunities throughout its waste stream.

### *Lancaster Landfill Waste Composition Study, Waste Management, Antelope Valley, CA (2006)*

**Cascadia** conducted a waste characterization study for Lancaster Landfill in unincorporated Los Angeles County. This study involved characterizing samples of waste brought by five types of vehicles, including self-hauled and commercially hauled waste. The waste characterization used both hand-sorting and visual estimating methods to produce mean estimates for 58 materials. The data was analyzed by vehicle type and for the overall waste stream. The findings were presented in a concise report to the landfill management.

### *Waste Characterization Studies, Sunshine Canyon Landfill, CA (2002-2005)*

**Cascadia** conducted waste characterization studies twice yearly for Sunshine Canyon Landfill from 2002 to 2005. These studies involved characterizing samples of waste brought in by five types of vehicles. Waste was characterized using both hand-sorting and visual estimating methods. The data was analyzed to produce mean estimates of waste composition for the landfill overall and by vehicle type. The findings were presented in concise reports to the landfill management.

### *“Fantastic Three” Program Evaluation, City of San Francisco, CA (2004)*

**Cascadia** assisted in developing the study design and field data collection protocols for the City of San Francisco’s extensive examination of waste from multiple waste sectors. Our work included the development of a method for identifying waste sectors that distinguish waste from single-family, multi-family, and a variety of commercial origins, as well as input on data recording and management protocols. In addition, Cascadia performed the waste composition calculations for the study.

### *Statewide Waste Characterization Study, CalRecycle (2003-04)*

**Cascadia** designed and implemented this four-season statewide study to further characterize California’s disposed waste. Waste sampling and characterization, supported by **Sky Valley Associates**, took place at 22 landfills and transfer stations distributed among five regions of the state, including specially obtained single-family and commercial garbage collection routes and randomly chosen self-hauled vehicles. In addition to disposal site sampling, Cascadia conducted driver surveys and sampled multifamily waste at selected apartment buildings, condominiums, and housing projects. In total, the study included characterization of 550 waste samples.

### *Statewide Generator Study, CalRecycle (1998-99)*

**Cascadia** and **Sky Valley Associates** conducted this two-season statewide study to determine the amounts and composition of waste from five generating sectors: single-family residential, multifamily residential, commercial, residential self-haul, and commercial self-haul. 400 waste samples were sorted

at 25 disposal sites throughout the state, and 1,280 waste samples were collected from specific business and multifamily waste generators. To estimate the relative proportions of each substream, Cascadia conducted detailed characterizations of waste generated by 26 categories of businesses, surveys of 2,000 vehicle drivers and surveys of 1,280 businesses and apartment complex representatives.

### *Chicago Recycling and Waste Composition Study City of Chicago, IL | 2008*

To provide the City of Chicago with a “big picture” perspective on the progress of its waste diversion and recycling programs, **Cascadia** provided a cost-effective and reliable model of the composition of the City’s residential, institutional, commercial, industrial, and C&D disposed waste. Cascadia was responsible for designing the study and documenting data collection protocols, as well as conducting the statistical analysis of waste characterization data to produce useful findings regarding waste from each source. The study also entailed targeted examination of the waste disposal behavior of five major industry groups that are believed to be responsible for the greatest amounts of waste discarded on a per-employee basis in Chicago: restaurants, office buildings, manufacturing facilities, government facilities, and wholesale distribution facilities.

## ADDITIONAL WASTE CHARACTERIZATION EXPERIENCE

### *Solid Waste Monitoring Services, Seattle Public Utilities (1988-ongoing)*

**Cascadia** has directed this ongoing program since its inception in 1988. This work has included the sampling of residential waste and curbside recycling, as well as commercial and self-haul waste. Cascadia designs sampling plans, oversees field operations, performs statistical calculations, and produces all final documents for the City. Since 1988, Cascadia has worked with **Sky Valley Associates** to characterize over 1,500 samples of residential waste and more than 1,200 samples from Seattle’s residential curbside recycling program. One of the benefits of Cascadia’s approach is that a consistent sampling methodology is maintained over the years, making it possible to identify statistically significant year-to-year changes in composition. Resulting waste characterization data enables the City to: monitor and forecast its waste stream; identify new materials to target for recovery; design and improve its residential, commercial, and self-haul recycling programs; and monitor progress towards diversion goals.

### *Waste Stream Monitoring, King County Solid Waste Division (WA) (1992-ongoing)*

Since 1992, **Cascadia** has managed this multi-year study characterizing all County generated waste delivered to the 10 King County transfer stations. The project has involved the design of a system-wide study for (1) residential and (2) nonresidential waste delivered by franchised haulers, as well as (3) self-hauled waste. Cascadia also designed methodologies to identify and characterize special waste streams such as municipal solid waste, organics (yard/food waste), and construction and demolition for each sector. Transfer station vehicle surveys were conducted and analyzed to further characterize waste by substream, vehicle type and point of origin.

### *Statewide Characterization Study, Wisconsin Department of Natural Resources (2010)*

The Wisconsin Department of Natural Resources (DNR) first conducted a statewide waste characterization study in 2002. In 2009, DNR opted to update this study by conducting waste sampling at 14 of the state’s largest landfills that collectively receive over 70 percent of the state’s waste stream. Wisconsin non-profit Recycling Connections Corporation (RCC) teamed with **MSW Consultants** to update this study. MSW Consultants led the technical portion of the study, with RCC serving as the project administrator and local facility liaison. MSW Consultants worked with RCC to survey all participating landfills to acquire waste delivery data and was responsible for developing the statewide

sampling plan based on the information received. MSW Consultants subsequently managed two month-long seasonal field data collection events in 2009, and tabulated results of the 340 manually sorted samples of municipal solid wastes and 600 visually surveyed loads of C&D debris obtained during the study. The project report contained detailed comparisons with the 2009 and 2002 studies, and was completed in early 2010.

### *Residential Waste and Recyclables Composition Study, City of Philadelphia (2010)*

**MSW Consultants** was selected by the City of Philadelphia to conduct a comprehensive analysis of the current composition of both the residential waste stream as well as residentially collected recyclables, both of which are collected by City of Philadelphia trucks and crews. This project required review of the City's residential refuse and recycling collection routes for the purposes of developing a statistically representative sampling plan for analyzing waste and recyclables generation and composition. MSW Consultants developed a sampling plan and study design document to guide field data collection, which took place over two seasons at the City's transfer station and at a private recyclables processing facility that accepts the City's single stream materials. A total of 420 samples of refuse and recyclables were obtained, sorted and analyzed for this project. The final report included detailed waste characterization profiles, recycling rates and capture rates by targeted material, a comparison of 2000 versus 2010 composition of waste and recyclables, and a comparative analysis of the City of Philadelphia's residential waste alongside residential waste composition from San Francisco, Seattle, Chicago and New York City. The final report was completed in late 2010.

### *Statewide Waste Characterization Study, State of Connecticut DSM Environmental Services (2008)*

**Cascadia** conducted a statewide characterization study of all wastes disposed at Connecticut disposal facilities. Cascadia's findings were presented in graphics depicting the state's waste stream in nine broad material classes: paper; plastic; metal; glass; organics; construction and demolition; household hazardous waste; electronics; and, other waste. Our final report indicated the ten largest areas for additional recovery, along with recommendations for improving the state's current waste management practices and policies. Overall, the team collected and characterized 258 samples from residential, commercial, and industrial sectors.

### *Lakeside Reclamation Landfill Waste Composition Study, Grabhorn, Inc. in Portland, OR (2007)*

**Cascadia** designed and conducted a two-season waste composition study to characterize the amount and types of recyclable materials present in three different types of loads delivered to the Grabhorn Landfill. Cascadia's research team divided the entire waste stream into substreams, facilitating more robust analysis. Loads from three different vehicle types were characterized using a visual volumetric measurement protocol, and sorted according to a list of 66 material types. The final report included a comprehensive description of the sampling procedure, including a discussion of statistical validity and weighting adjustments, and detailed waste composition tables accompanied by qualitative analyses of results. This report is being used to guide the City of Portland's waste management planning.

### *Statewide Waste Characterization Study, Delaware Solid Waste Authority (2006)*

**Cascadia** designed and conducted a characterization study of solid waste discarded at all DSWA transfer stations and landfills to determine the composition of waste by generator category, including residential, commercial, self-haul, and construction and demolition. This yearlong study involved obtaining solid waste from each generator category and applying a statistical surveying and sampling process to obtain percent composition data. In addition, the study obtained information about the percent of various materials from six commercial generator categories, the moisture content of certain

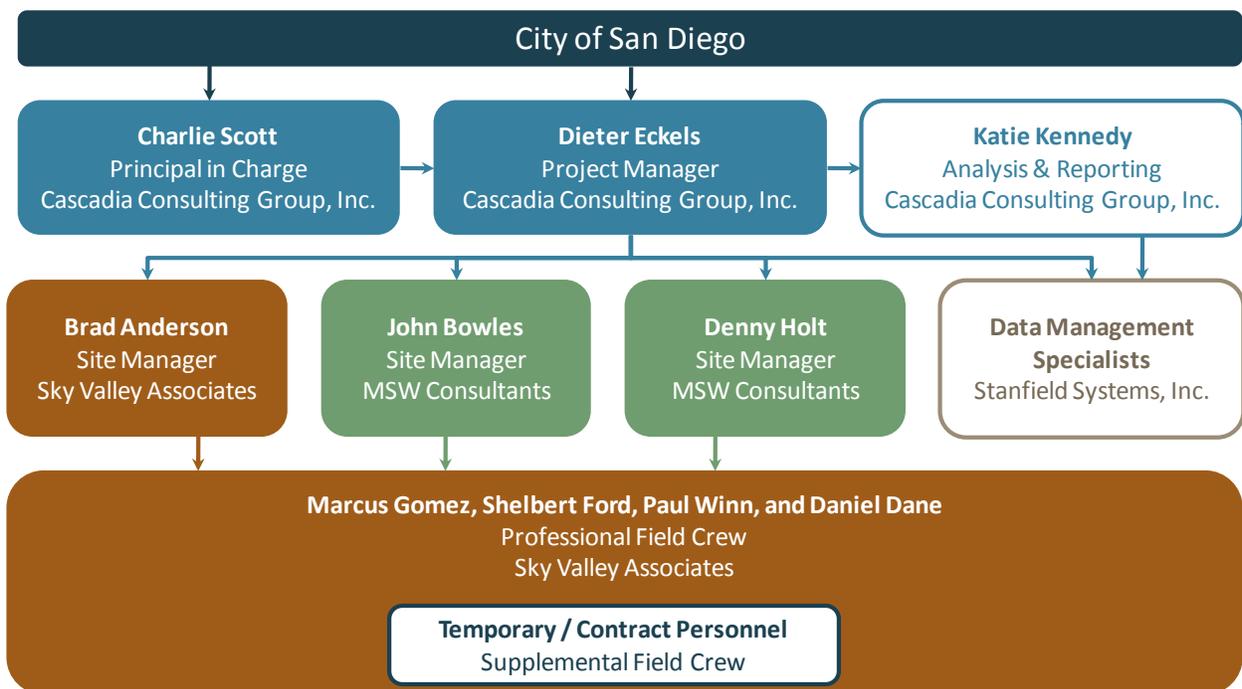
types of waste, and the volume of the organic fraction of the waste stream subject to anaerobic digestion in the landfill. In commissioning this characterization study, the DSWA intended to obtain a complete and clear picture of current disposal at DSWA landfills and transfer stations and to determine feasibility and a framework for potential waste-to-energy facilities throughout the state. Results from the study were compared against the state's only previous statewide study, which occurred ten years prior, as well as against composition studies that have been conducted for other eastern states.

**Residential Waste Characterization Study, City of New York Department of Sanitation (2004-2005)**

As part of this study, which characterized and quantified waste generated in all five boroughs in New York City, **Cascadia** managed and supervised six sampling crews and four sorting crews spread among four transfer stations. Over the quarterly sampling period, Cascadia collected over 4,000 samples from nine unique socioeconomic strata. Sampling of single-family, multi-family, and street-basket refuse and recycling occurred in four seasons. Samples were sorted and weighed into 92 material categories.

**TEAM STRUCTURE**

Below is an organizational chart depicting the names and job titles of our team’s proposed contract administrator (Principal in Charge), project manager, site manager, and other key staff.



Our field sorting crew will be comprised of Cascadia, Sky Valley, and MSW employees who specialize in this work and are deeply familiar with the material categories, research standards, and procedures to be utilized throughout the contract term. We also anticipate utilizing temporary or contract personnel to supplement field work. In recognition of the City’s desire to support and strengthen disadvantaged businesses locally, we have attempted and are open to recruiting local staff but have not yet been able to identify a viable or interested staffing source.

### KEY PERSONNEL

#### *Project Manager*

**Dieter Eckels**, proposed Project Manager, manages data analysis, sample collection, and field personnel for a number of Cascadia projects. He has managed field sampling operations and analyses for several of Cascadia's waste characterization studies, including California's most recent statewide waste characterization study, Washington's statewide roadside litter characterization study, King County's (Washington) Waste Monitoring Program, and a waste characterization study at the Pentagon in Washington, D.C. He has created waste modeling systems for King County, the City of Palo Alto (California), and Spokane, Grant, and Douglas counties (Washington). Dieter managed the recruitment of businesses and apartment buildings for sampling for California's most recent waste generation study, which focused on estimating waste quantity and composition for the commercial and residential sectors. He also managed the survey of apartment building managers for New York City's waste characterization study. Dieter holds bachelor's degrees in Sustainable Resources and Ecology, Evolution and Conservation Biology from the University of Washington.

#### *Principal in Charge*

**Charlie Scott**, Principal and co-founder of Cascadia Consulting Group, brings more than 30 years of experience in solid waste and materials management consulting. Charlie has helped shape recycling and waste management policy in the Pacific Northwest, California, and Hawai'i, managing more than 100 waste disposal, generation, and recycling studies for clients including the cities of Seattle, New York, Chicago, Los Angeles, San Francisco, San Diego, Phoenix, and Honolulu, and the states of Washington, Georgia, Oregon, California, Delaware, Hawai'i, and Wisconsin. Industrial clients have included Weyerhaeuser, Tetra Pak, PACCAR, and others. Charlie also has organized and facilitated focus groups, stakeholder committees, and market commodity groups to assess industry-specific opportunities and barriers to recycling and other resource conservation initiatives. Charlie is a past President of the Washington State Recycling Association (WSRA), and he has served on a number of working groups, including the Beyond Waste working group for Washington State's Climate Action Plan and CalRecycle's working group for establishing a standard solid waste research methodology.

#### *Site Managers*

**Brad Anderson, General Manager at Sky Valley Associates**, has conducted some of the most demanding and comprehensive waste composition sampling programs in the United States. He has 30 years of public works management experience, with more than 23 years devoted to solid waste sampling projects. Spending much of his time in the field, Brad is responsible for the supervision and overall execution of the firm's sampling programs. His experience in the field and his knowledge of sample design allows him to successfully meet the challenges presented by complex logistics and detailed methodologies. Brad's recent waste characterization experience includes studies in Humboldt County (CA), San Bernardino County (CA), Santa Barbara County (CA), King County (WA), the cities of Sunnyvale and Mountain View (CA), the City of Seattle (WA), and the state of Oregon.

**John Bowles** has served as a waste management and recycling analyst with MSW Consultants for five years. During his time with MSW Consultants, John has established comprehensive expertise in the performance of waste characterization analyses, including both field data collection management as well as data analysis, for public and private sector clients. Recent projects include waste characterization studies for Santa Cruz County (CA), the City of San Jose (CA), the city of Philadelphia (PA), Boulder County (CO), and the states of Massachusetts and Wisconsin.

**Denny Holt** brings over 30 years of management experience in the service industry and the past 18 years in solid waste. Denny has overseen multiple waste composition studies over the past ten years for clients including Santa Cruz County (CA), the City of San Jose, the City of Philadelphia (PA), Boulder County (CO), and the states of Massachusetts and Wisconsin.

### *Professional Field Crew*

**Marcos Gomez**, *Senior Field Crew Foreman*, joined Sky Valley Associates in 2003, and began assisting in the daily supervision of sorting activities within a year. He has over 9,400 hours of sampling experience, including samples at the Miramar Landfill. Marcos manages Sky Valley's field crews and assists in staff training.

**Shelbert Ford**, *Senior Field Crew*, was an original crew member when the company was formed, and worked until 1997, when he left to pursue another opportunity. He returned in 2004, and has over 9,500 hours of experience, including samples at the Miramar Landfill.

**Paul Winn**, *Senior Field Crew*, has been with Sky Valley since 2003, working full-time for his first six years, then intermittently while he attends school. He has over 7,400 hours of experience, including samples at the Miramar Landfill.

**Daniel Dane**, *Field Crew*, joined Sky Valley's sorting team in December 2010, and has since logged over 300 hours of sampling experience.

**Following are detailed resumes for each of our key team members. As specified in the RFP, these resumes are provided as un-numbered attachments to this section.**

*Charlie Scott, principal and co-founder of Cascadia, brings more than 25 years of experience in resource management consulting to this project, including the management of major solid waste research, planning, and policy development efforts.*

*Charlie has participated in shaping recycling and waste management policy from New York to Honolulu over the past twelve years. He has managed more than 100 major waste studies, including projects for the California Integrated Waste Management Board, the City of Seattle, King County, the City and County of Los Angeles, LAX, the City of San Diego, the City of Phoenix, the City and County of Honolulu and statewide studies for Washington, California, Oregon, and Wisconsin. His experience also includes managing solid waste, recycling, and composting feasibility, planning, and evaluation projects for cities, counties, states, and facilities.*

*Charlie is past President of the Washington State Recycling Association (WSRA), which represents Washington's recyclers and haulers, and he served on the WSRA/Washington Department of Ecology committee to review and improve the State's methodology for establishing recycling rates.*

## Education

Master of Public Administration,  
Graduate School of Public  
Affairs, University of  
Washington

Bachelor of Arts, Economics, Denison  
University

## Project Highlights

### **Solid Waste Integrated Resources Plan, Los Angeles (CA)**

Served on a team charged with developing a Solid Waste Integrated Resources Plan (SWIRP) from 2008-2009. Led task of identifying existing and planned public and private infrastructure and services. Summarized current infrastructure; Identified opportunities for improvement; Identified alternative waste diversion methods and opportunities for expansion; and Developed 20-year supply projections.

### **Waste Stream Documentation & Analysis, Chicago (IL)**

Served as Principal-in-Charge for the design and development of this 2009 study. Led a targeted examination of the waste disposal behavior of five major industry groups calculated to generate the greatest amounts of disposed waste per employee per week. Led a recycling survey to document effectiveness of current recycling programs.

### **Statewide Waste Study, WA Dept. of Ecology**

Served as Principal-in-Charge of this effort to carry out statewide field sampling research on municipal solid waste (MSW) generated within the state. The outcome of this study was a statistically defensible assessment of the sources and supplies of targeted materials in Washington's various waste sectors.

### **Statewide Study of Targeted Waste Streams, CalRecycle**

Coordinated this four-part study to quantify and characterize certain waste streams that are believed to contain relatively large amounts of recoverable material, including: waste from specific industry types, including food stores, retail stores, and distribution centers; waste from MRFs; construction and demolition waste; and self-hauled waste.

### **Statewide Waste Study, Wisconsin**

Directed assessment of Wisconsin's residential, industrial/commercial/institutional, and construction & demolition waste and recycling streams. Studied material flows into 14 landfills throughout five regions of the state. Prepared final report documenting material composition and quantity for each substream, hauler, and the five state regions.

### **Fantastic 3 Evaluation, City of San Francisco (CA)**

Directed study for the City of San Francisco's extensive examination of waste, designed to evaluate citywide recycling programs, including the newly implemented Fantastic Three program.

### **Recycling Effectiveness Study, Los Angeles County (CA)**

Managed this broad assessment of the effectiveness of LA County's residential sector waste reduction and recycling programs. Responsibilities included overseeing the information gathering and data collection. The final report documents diversion rates from the residential sector, evaluates single-family and multi-family programs, and makes recommendations for future program enhancements.

### **Ongoing Waste Stream Composition Study, Seattle (WA)**

Has served as Principal-in-Charge for this ongoing study since its inception in 1988. His role consists of designing sampling plans, overseeing field operations, and reviewing all statistical calculations and final documents. The results of this research are used to help design and improve Seattle's residential curbside collection program.

*Dieter Eckels, Associate, manages waste modeling, data analysis, sample collection, and recruitment needs for a number of projects. He has created sector specific waste generation and composition models for the city of Palo Alto, California, as well as for Douglas, Grant, Spokane, and Lewis counties in Washington State. For the past several years Dieter has applied a custom algorithm to smooth fluctuations in reported recycling tons for King County, and create commodity specific collection forecasts. He has managed the collection of thousands of samples for clients like the Pentagon, New York City, the State of California, King County, and the city of Palo Alto.*

*Dieter has also hand sorted or visually characterized loads of garbage, recyclables, food waste and construction/demolition debris at businesses and public facilities across the country including California, Arizona Washington, D.C., and Washington State. He has recruited businesses for an e-waste recycling program in Snohomish County, and recruited businesses as well as multi-family complexes for a waste characterization study in Los Angeles County.*

*As a member of Cascadia's quality assurance/quality control (QA/QC) committee, Dieter is involved in the data entry and analysis for many research projects including the Pentagon Waste Characterization Study, King County's Waste Monitoring Program, and a waste characterization study for Chandler, AZ.*

## Education

BS in Sustainable Resources,  
University of Washington, 2004

BS in Ecology, Evolution and  
Conservation Biology,  
University of Washington, 2004

## Project Highlights

### **Statewide Waste Composition Study, Washington Department of Ecology, 2009-present**

Providing data management for this effort to carry out statewide field sampling research on municipal solid waste (MSW) generated within the state of Washington. Study is being conducted at 10 waste transfer and disposal sites throughout Washington over the course of two to four seasons.

### **Waste Monitoring Program, King County Solid Waste Division, 2004-present**

Managed collection of more than 7,000 surveys at King County transfer stations. Coordinated data entry and data clean up, and completed analysis of the recycling and customer satisfaction surveys. Produced final reports summarizing data collected by multiple strata, including city, type of waste hauled, zip code, and type of residence.

### **Statewide Waste Characterization Study, CIWMB, 2004-09**

Supervised hands on waste characterization work, including collecting multifamily generator samples and recording data from multifamily waste generators. Conducted visual characterizations of residential, commercial, and self-hauled loads arriving at disposal facilities. Managed field work, keeping records of samples collected, and making adjustments to keep project on track to reach targeted quotas.

### **Waste Characterization Study, Salinas Valley, 2007**

Developed and implemented a multi city, multi season waste characterization study. Managed the collection and characterization of more than 600 samples. Created detailed data entry and analysis databases. Produced final report summarizing collected data by multiple strata including season, city, and waste stream.

### **Pentagon Waste Characterization Study, Department of Defense, 2007**

Developed sampling plan and managed collection of samples. Coordinated logistics with DOD contract manager and loading dock staff. Supervised data entry, analysis, and seasonal reporting.

### **Base Year Planning, County of Los Angeles, 2006**

Managed recruitment of 400 business and multi family complexes for a generator based waste study. Created custom data entry database.

### **Zero Waste Plan, City of Palo Alto, 2006**

Directed collection of samples from selected businesses. Managed logistics for a team of six. Developed model to characterize the waste streams of several industry sectors and city government offices.

### **Statewide Waste Characterization Study, CIWMB, 2004-2005**

Field tested new C&D visual estimation method. Recruited businesses for generator study. Assisted with waste composition analysis and report writing.

### **Waste Characterization Study, City of New York, 2004-2005**

Directed field surveying efforts apartment buildings in four boroughs. Director of sampling for latter half of the study. Directed collection of over 2,000 samples by a team of 14 people at six disposal sites.

*Katie Kennedy, Senior Associate, has managed a wide variety of research and data analysis projects for government and business clients. With a background in data management and analysis and environmental education, Katie has overseen the smooth implementation of recycling potential assessments, waste characterization studies, implementation and outreach plans, and qualitative surveys and interviews. Recent clients include King County, California Integrated Waste Management Board, Washington Department of Ecology, Pierce County, the City of Seattle, TetraPak, Sunshine Canyon Landfill, Starbucks Coffee Company, and Luke Air Force Base. Katie researched and wrote the flooring report for the environmentally preferable purchasing task of Washington State's Beyond Waste Project, and worked with King County to draft green home remodeling content for their EcoConsumer website. Katie is a nationally certified Sustainable Building Advisor (cSBA).*

*Katie's background is in data management and analysis, as well as environmental education.*

## Education

Bachelor of Science in Biology, 1998,  
University of Puget Sound,  
Tacoma, WA

Nationally certified Sustainable Building  
Advisor (cSBA).

## Project Highlights

### **Seattle Waste and Recycling Composition Studies, Seattle Public Utilities, 2004-Present**

Manages waste and recycling composition studies of residential, commercial, and self-haul waste and residential recycling. Coordinates monthly sampling events with haulers and disposal stations; manages data collection, entry, and reporting tasks; analyzes results, and prepares final report.

### **Disposal Characterization Study, City of Tacoma, 2009-2011**

Managed this study for the City of Tacoma to provide statistically significant composition data and analysis for waste processed at the city's landfill. This study, the first of Tacoma's waste stream since 1997, is providing the city with vital data to evaluate current diversion programs and design new programs.

### **Waste Characterization Study, City of Chicago (IL), 2009**

Managed this effort to provide a cost-effective and reliable estimate of the composition of the City's residential, institutional, commercial, industrial, and C&D disposed waste. Responsible for designing the study and documenting data collection protocols, as well as conducting the statistical analysis of waste characterization data.

### **Statewide Waste Composition Study, Washington Department of Ecology, 2009**

Participating as a field researcher and supervisor for statewide field sampling research on municipal solid waste (MSW) generated within the state of Washington. Study is being conducted at 10 waste transfer and disposal sites throughout Washington over the course of two to four seasons.

### **Targeted Statewide Waste Characterization Study, California Integrated Waste Management Board, 2005-2009**

Managed construction & demolition (C&D) and self-haul tasks for this targeted waste study. Oversaw creation of guide to conduct visual sampling of C&D waste for use by local jurisdictions. Coordinated surveying and recruited and coordinated sampling with 14 disposal sites in California. Directed analysis and writing final report for these two tasks, which provides data for planning at state and local levels.

### **Lakeside Reclamation Waste Characterization Study, Portland, OR, 2007**

Managed the design and implementation of a two-season waste-composition study in three types of loads delivered to the Lakeside Reclamation Landfill in Portland, OR. The final report included a comprehensive description of the sampling procedure, statistical validity and weighting adjustments, and detailed waste composition tables accompanied by qualitative analyses.

### **Sunshine Canyon Waste Characterization, 2004-2005**

Managed a twice-yearly waste characterization study of Sunshine Canyon Landfill in California. Studies involved characterizing waste tipped by five vehicle types using hand-sorting and visual methods. Analyzed data to produce mean estimates of waste composition for the landfill overall and by vehicle type, presented in concise reports.

## **J. Brad Anderson**

General Manager

Sky Valley Associates

**Brad Anderson** has conducted some of the most demanding and comprehensive waste composition sampling programs in the United States. He has 30 years of public works management experience, with more than 23 years devoted to solid waste sampling projects. Spending much of his time in the field, Mr. Anderson is responsible for the supervision and overall execution of the firm's sampling programs. His experience in the field and his knowledge of sample design allows him to successfully meet the challenges presented by complex logistics and detailed methodologies.

Brad's recent waste characterization experience includes:

### **Waste Characterization Study, Humboldt County, CA, 2011-present**

Conducting sampling in support of the County's Solid Waste Management Plan.

### **Waste Characterization Study, King County, WA, 2011-present**

Conducting sampling as part of the County's on-going Waste Monitoring Program.

### **Waste Characterization Study, San Bernardino County, CA, 2010**

Performed sampling of wastes arriving at various County disposal facilities.

### **Waste Characterization Study, Cities of Sunnyvale and Mountain View, CA, 2010**

Conducted samplings of wastes and MRF residuals at the Regional disposal and processing facility.

### **Waste Characterization Studies, Seattle Public Utilities, WA, 2010**

Performed monthly sampling of residential waste and curbside recyclables.

### **Statewide Waste Composition Study, Oregon Department of Environmental Quality, 2009-2010**

Managed this sampling of statewide wastes and Portland-area curbside recycling programs.

### **Disposal Characterization Study, City of Tacoma, WA, 2009-2010**

Conducted sampling of wastes arriving at the City's primary disposal facility.

### **Waste Composition Study, Santa Barbara County, CA, 2009**

Conducted sampling of wastes arriving at the County's primary landfill.

## **Education and Credentials**

- B.S. Construction Management, Washington State University

## **Previous Experience**

- Owner and General Manager, Sky Valley Associates, 1992-present

### Experience Summary

- ✓ 5 years as a planning consultant the waste management and recycling industry
- ✓ Has performed field inspections for solid waste facilities throughout Florida, and has managed field data collection efforts for multiple waste characterization studies.

### Education

- ✓ B.S. Environmental Resource Management and Planning, **University of West Florida**

### Key Skills

- ✓ Waste Composition Field Operations
- ✓ Waste Composition Data Management
- ✓ Financial Analysis and Modeling
- ✓ Operational Budgeting
- ✓ Ordinance/Statute/Regulatory Review
- ✓ Service Contracting
- ✓ Landfill/Facility Compliance Inspection
- ✓ Collection System Operational Evaluation

Mr. Bowles has served as a waste management and recycling analyst with MSW Consultants for five years. During his time with MSW Consultants, John has established comprehensive expertise in the performance of waste characterization analyses, including both field data collection management as well as data analysis, for public and private sector clients. Prior to work for MSW Consultants John has ten years' experience with the Florida Department of Environmental Protection and a stint as facility superintendent for the New Smyrna Beach Utilities Commission Advanced Wastewater Treatment Facility.

### Select MSW Consultants Project Experience

**Santa Cruz County, (CA) Waste Composition Study (2009):** John served as the Crew Chief for the two season waste composition study for Santa Cruz County, CA that included sampling within the City of Santa Cruz and the City of Watsonville.

**City of San Jose, (CA) Commercial Waste Characterization Study (2008):** Mr. Bowles served as the Crew Chief for the field data collection effort of 120 loads of commercial waste generated from the City of San Jose commercial sector.

**City of Philadelphia, Pennsylvania – Residential Waste Composition Analysis (2010):** Mr. Bowles served as the Crew Chief for this two-season, eight week field data collection effort. In this role, he trained and managed the sorting crew in the 43 proper material category definitions, sorting procedures, and weigh-out procedure. He provided ongoing sorting quality control and was responsible for all data recording. Mr. Bowles also managed and organized sort data for entry into the waste composition models used by the firm to conduct the statistical analysis of the waste stream.

**Boulder County, Colorado – Waste Composition Study (2010):** John Bowles served as the Crew Chief for this two-

season, two week field data collection effort. In this role, he trained and managed the sorting crew in proper material category definitions; sorting procedures; and weigh-out procedure. He provided ongoing sorting quality control and was responsible for all data recording. Mr. Bowles also managed and organized sort data for entry into the waste composition models used by the firm to conduct the statistical analysis of the waste stream.

**Wheelabrator – Waste Characterization Analyses at Massachusetts WTE facilities (2010):** John served as the Crew Chief for this single-season, three week field data collection effort. In this role which involved sorting waste from two generator sectors, Mr. Bowles trained and managed the sorting crew in proper material category definitions; sorting procedures; and weigh-out procedure. He also provided ongoing sorting quality control and was responsible for all data recording. Mr. Bowles also managed and organized sort data for entry into the waste composition

**Wisconsin – Statewide Waste Characterization Study (2009/10):** Mr. Bowles served as the Crew Chief for this two-season, six week field data collection effort. In this role, he trained and managed the sorting crew in proper material category definitions; sorting procedures; and weigh-out procedure. He provided ongoing sorting quality control and was responsible for all data recording. Mr. Bowles also managed and organized sort data for entry into the waste composition models used by the firm to conduct the statistical analysis of the waste stream.

**Mecklenburg County – Commercial Waste Visual Characterization (2008)**

Mr. Bowles performed visual characterization analysis of incoming commercial waste loads from businesses thought to be generated significant quantities of wood pallets, clean wood, and corrugated cardboard. This effort was part of a broader project to evaluate the generation, recovery, and markets for these materials. Visual characterizations were performed over a one-week period at the County's Foxhole Landfill.

**Delaware Solid Waste Authority – Statewide Waste Characterization Study (2007)**

Mr. Bowles served as both field supervisor and crew chief throughout this four season, statewide field data collection effort that encompassed six disposal facilities spread across Delaware.

**Larimer County – Two-Season Waste Composition Study (2007)**

Mr. Bowles conducted the field data collection effort and performed the statistical analysis of a two season waste composition study and incoming vehicle gate survey for the County. This analysis was completed in 2007.

**Montgomery County Public Schools – Four-Season Waste Composition Study (2006)**

Mr. Bowles performed the statistical analysis of a four season waste composition study for the Montgomery County school system. This analysis entailed development of the mean, standard deviation, and confidence intervals for sampled wastes from elementary, middle, and high schools throughout the County.

### Experience Summary

- ✓ 30 years as a planning consultant in the waste management and recycling industry
- ✓ Has performed multiple waste characterization studies in numerous states throughout the nation.

### Education

- ✓ B.S. Business Administration, **Delaware Valley University**, 1977
- ✓ 24 Master's level credits in Business Administration, **LaSalle University**, 1980-1982

### Additional Waste Composition Project Experience

- ✓ City of San Jose, CA – Waste Characterization Study.
- ✓ Santa Cruz County, CA – Residential and Commercial Waste Composition Analysis
- ✓ Delaware Solid Waste Authority – Statewide WCS
- ✓ Montgomery County, MD – Public School System Waste Composition Analysis

With over 30 years of management experience in the service industry and the past 18 years in solid waste, Mr. Holt specializes in development of efficient collection systems. He spent the last 15 years with a regional hauler focusing on the development, implementation and performance of municipal residential waste and recycling contracts. Mr. Holt has also overseen multiple waste composition studies over the past ten years including several recent projects as described below.

### Recent Waste Composition Project Experience

**Santa Cruz County, (CA) Waste Composition Study (2009):** Mr. Holt served as the Field Supervisor for the two season waste composition study for Santa Cruz County, CA, including sampling within the City of Santa Cruz and the City of Watsonville.

**City of San Jose, (CA) Commercial Waste Characterization Study (2008):** Denny served as the Field Supervisor for the field data collection effort of 120 loads of commercial waste generated from the City of San Jose commercial sector.

**City of Philadelphia, Pennsylvania – Residential Waste Composition Analysis (2010):** Mr. Holt served as the Field Supervisor for this two-season, eight week field data collection effort. In this role, he managed the sampling and interviewing of incoming loads of waste selected for sorting; served as liaison to the host facility operations manager; performed visual surveys of bulky waste loads and C&D debris loads; and assisted the Crew Chief with sort area management.

**Boulder County, Colorado – Waste Composition Study (2010):** Denny Holt served as the Field Supervisor for this two-season, two week field data collection effort. In this role, he managed the sampling and interviewing of

incoming loads of waste selected for sorting; served as liaison to the host facility operations manager; performed visual surveys of bulky waste loads and C&D debris loads; and assisted the Crew Chief with sort area management.

**Wheelabrator – Waste Characterization Analyses at Massachusetts WTE facilities (2010):** Mr. Holt served as the Field Supervisor for this single-season, three week field data collection effort. In this role, he managed the sampling and interviewing of incoming loads of waste selected for sorting from two generator sectors; served as liaison to the host facility operations manager; performed visual surveys of bulky waste loads and C&D debris loads; and assisted the Crew Chief with sort area management.

**Wisconsin – Statewide Waste Characterization Study (2009/10):** Denny Holt served as the Field Supervisor for this two-season, six week field data collection effort. In this role, he managed the sampling and interviewing of incoming loads of waste selected for sorting; served as liaison to the host facility operations manager; performed visual surveys of bulky waste loads and C&D debris loads; and assisted the Crew Chief with sort area management.

### Experience Summary

- ✓ 18 years as a planning consultant in the waste management and recycling industry
- ✓ Successfully performed and managed consulting engagements for over 40 municipalities nationally

### Education

- ✓ B.A. Economics, **Yale University**

### Select Professional Affiliations

- ✓ Technical Advisor for Waste Management Industry, **Garson Lehman Group Council of Advisors**, 2004-present
- ✓ Member, **Solid Waste Association of North America**, 2000 - present
- ✓ Member, **National Recycling Coalition**, 2004 - present

### Key Skills

- ✓ Strategic/Master Planning
- ✓ Financial Analysis and Rate Development
- ✓ Procurement Assistance and Contract Negotiation
- ✓ Waste Composition and Generation Analysis
- ✓ Recycling Program Development

Mr. Culbertson has dedicated his career to providing waste management and recycling consulting services to federal, state, county and city governments and organizations in Florida and across the nation. His expertise encompasses all aspects of the waste management industry, including solid waste system planning and strategic analysis; financial analysis and system funding; procurement assistance and contract negotiation; collection efficiency and routing; transfer and long-haul logistics; MRF operations and efficiency; waste stream and waste generation analysis; and a wide range of information management and statistical analysis. Mr. Culbertson is the firm's QA/QC manager and also manages its Orlando, Florida office.

### Select Project Experience

**City of San Jose, (CA) Commercial Waste Characterization Study (2008):** For the San Jose waste characterization study, Mr. Culbertson developed the commercial sampling plan, managed the analysis of the results, and served as the lead author for the section describing the commercial waste composition outcome.

**Covanta Energy, West Wareham, (MA) Multi-Season Waste Characterization Study for SEMASS and Springfield Facilities (2010):** John Culbertson performed a four season waste composition study for the SEMASS (summer and winter) and Springfield (spring and fall) waste-to-energy facilities in Massachusetts. Mr. Culbertson developed the waste characterization protocol for this project which involved sampling from two waste generator sectors. In addition, John served as the project statistician and lead report developer for the project.

**City of Philadelphia, (PA) Residential Waste Composition Analysis (2010):** In 2010, John Culbertson performed a waste composition analysis of the residential curbside municipal waste and single stream recyclables collected by the City. The City performed a similar study in 2000, whereby they evaluated the composition of the residential waste stream in a four season waste characterization study. For the most recent study, Mr. Culbertson developed the representative sampling plan to capture refuse and curbside

recyclables samples from 12 collection districts at two facilities, spread over two seasonal sampling events.

**Department of Natural Resources, (WI) Statewide Waste Characterization Study (2009/10):** In 2002/2003 the Wisconsin Department of Natural Resources performed a state-wide waste characterization analysis. For the 2009/2010 update, Mr. Culbertson developed the representative sampling plan to capture 960 samples from 3 waste generator sectors from 14 facilities, spread over two seasonal sampling events. Mr. Culbertson further managed the statistical analysis of results and was the primary author of the study report.

**Boulder County, (CO) Waste Composition Study (2010):** Mr. Culbertson developed the representative sampling plan to capture samples from three waste generator sectors from two

facilities, spread over two seasonal sampling events. Mr. Culbertson further managed the statistical analysis of results and was the primary author of the study report.

**Montgomery County, (MD) Business Waste Audits (2007):** Mr. Culbertson developed the waste audit protocol and served as lead author and QC officer for five business waste audits conducted on behalf of Montgomery County.

**Montgomery County, (MD) County-wide Waste Composition Study (2005 & 1998):** Mr. Culbertson served as the project manager and statistician for the County's 2005 waste composition study update. He was responsible for development of the sampling plan, data analysis, and report development. Previously, he served in the same roles and also performed on the field data collection team in the County's 1998 study

**Charlotte County, (FL) Waste Generation Study and Multi-family Assessment Evaluation (2001):** Mr. Culbertson managed two separate projects to assist Charlotte County in the administration of their residential solid waste special assessment. The first involved an eight-week field study to defensibly measure the single family and multi family waste generation rates that were required to set the County's special assessment. The second project was performed to assess the County's contract collection costs for multi-family dwellings against the contract rates.

### Experience Summary

- ✓ 30 years in the waste management/recycling industry
- ✓ Collection System Optimization and Waste Composition Expert

### Select Professional Affiliations

- ✓ SWANA, 2006 to present
- ✓ Professional Recyclers of Pennsylvania, 2000 to present
- ✓ Montgomery County, MD Solid Waste Advisory Committee, 1998 - 2001

### Key Skills

- ✓ Operations Management
- ✓ Collection Efficiency and Automated Technology
- ✓ Procurement Assistance and Contract Negotiation
- ✓ Waste Characterization
- ✓ Solid Waste Fleet Management
- ✓ Facility Conceptual Design & Feasibility Studies

### Education

- ✓ Meteorology coursework (2.5 years), State University of New York at Oswego
- ✓ Business Management coursework, Siena College, Albany, NY

MSW Consultants founder and President Walt Davenport has worked in the public and private sectors of the solid waste management industry as a team leader, technical expert, operations specialist, and problem solver. His early career in the private sector was characterized by his ability to increase productivity and profitability, improve customer and employee satisfaction, and negotiate and manage contracts. Since the early 1990s, Mr. Davenport has shifted his consulting focus by assisting dozens of state, county, and city clients across the nation as a subcontractor and, since 2005, as the president of the firm. With extensive experience in collection efficiency and routing, waste composition and generation studies, facility and collection system management and operations, and as a senior business manager, Mr. Davenport brings a wealth of knowledge and resources for the benefit of the firm's clients.

### Select Project Experience

**Santa Cruz County, (CA) Waste Composition Study (2009):** Walt served as the Project Manager and sort team leader for the two season waste composition study for Santa Cruz County, CA, including sampling within the City of Santa Cruz and the City of Watsonville.

**City of San Jose, (CA) Commercial Waste Characterization Study (2008):** Walt served as the Project Manager and sort team leader for the field data collection effort of 120 loads of commercial waste generated from the City of San Jose commercial sector.

**City of Philadelphia, (PA) Residential Waste Composition Analysis (2010):** Mr. Davenport served as the client liaison and field operations manager for the City of Philadelphia project. He was responsible for the planning and coordination of all field data collection, including site visits to two host facilities, planning the on-site operations, supervising the training and the sorting team, and recruiting of haulers to deliver targeted loads. He also provided ongoing management and troubleshooting throughout the project.

**Boulder County, (CO) Waste Composition Study (2010):** Mr. Davenport served as the client liaison and field operations manager for this project. He was responsible for the planning and coordination of all field data collection during the two season waste sort, including site visits to two host facilities (one transfer station and one landfill), planning the on-site operations, supervising the training and the sorting team, and recruiting of haulers to deliver targeted loads. He also provided ongoing management and troubleshooting throughout the project.

**Wheelabrator – Waste Characterization Analyses at Massachusetts WTE facilities (2010):** Mr. Davenport served as the field operations manager for the Wheelabrator waste sort. He was responsible for the coordination of all field data collection during the single season waste sort, including site visits to three host facilities, planning the on-site operations, supervising the

training and the sorting team, and recruiting of haulers to deliver targeted loads. He also provided ongoing management and troubleshooting throughout the project.

**Department of Natural Resources, (WI) Statewide Waste Characterization Study (2009/10):** Mr. Davenport served as the client liaison and field operations manager for Wisconsin waste characterization study. He was responsible for the planning and coordination of all field data collection, including site visits to the 14 host facilities, planning the on-site operations, supervising the training and the sorting team, and recruiting of haulers to deliver targeted loads. He also provided ongoing management and troubleshooting throughout the project.

**Montgomery County, (MD) Business Waste Audits (2007):** Walt was the field auditor for a total of five business waste audits conducted on behalf of Montgomery County. He audited a gas station, a university campus, a country club, a shopping center, and one of the buildings on the NIH campus.

**Montgomery County, (MD) Waste Characterization Study (2005 & 1998):** Working as a subcontractor, Walt Davenport organized and managed field sampling and sorting operations for the County's four-season waste characterization study on two separate iterations. Mr. Davenport served as the field supervisor for all four seasonal sorts, which took place at the Montgomery County Transfer Station, each of which included sampling and sorting a total of 300 samples of residential and commercial waste.

## Tab C – Cost/Price Proposal

Following is a detailed cost proposal as specified in Section B.

## Cost Proposal Table

### BASELINE APPROACH

COST PROPOSAL RFP EP	
Description of the Cost for 3-Season waste study as specified in Scope of Work:	Total Cost
Task 1	\$34,000
Task 2	\$240,000
Task 3	\$28,000
Task 4	\$17,250
OPTIONAL 3-season automated greenery contamination study as specified in Scope of Work Task 5	\$11,250

COST PROPOSAL PART 2 RFP EP	
Description of Cost for Task 2 ONLY:	Cost per Sample
Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work Task 2.	\$365
Per sample cost for observational sample of self-haul vehicle as specified in Scope of Work Task 2.	\$81

### RECOMMENDED APPROACH

COST PROPOSAL RFP EP	
Description of the Cost for 3-Season waste study as specified in Scope of Work:	Total Cost
Task 1	\$34,000
Task 2	\$286,500
Task 3	\$28,000
Task 4	\$17,250
OPTIONAL 3-season automated greenery contamination study as specified in Scope of Work Task 5	\$11,250

COST PROPOSAL PART 2 RFP EP	
Description of Cost for Task 2 ONLY:	Cost per Sample
Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work Task 2.	\$369
Per sample cost for observational sample of self-haul vehicle as specified in Scope of Work Task 2.	\$81

## Tab D - Equal Employment Opportunity (EEO) Policy and Forms and Subcontracting Plan

Cascadia is committed to the goals of equal employment opportunity. We have taken positive steps to diversify and expand our team by exploring partnerships with small and emerging local businesses. To this end, we have partnered with DVBE-certified Stanfield Systems, Inc. to provide data management services throughout the course of the project.

Attached to this proposal is Cascadia's equal employment policy prohibiting discrimination based on race, sex, religion, color, national origin, age, or disability. In addition, we have provided signed and notarized copies of the Work Force Report, signed copies of the EOCP required forms, and a subcontracting plan.

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### Attachments

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This section contains the following attachments:

**Attachment 1. Contractor/Vendor Registration Form**

**Attachment 2. Contractor Standards Pledge of Compliance Questionnaire**

**Attachment 3. Equal Benefits Ordinance Certification of Compliance**

**Attachment 4. Equal Opportunity Contracting Program Proposer Requirements**

- I. City's Equal Opportunity Commitment
- II. Nondiscrimination in Contracting Ordinance
  - A. Proposal Documents to include Disclosure of Discrimination Complaints
  - B. Contract Language
  - C. Contract Disclosure Requirements
- III. Equal Opportunity Outreach Program
  - A. Nondiscrimination in Employment
  - B. Work Force Report (Attachment AA)
  - C. Equal Opportunity Employment Plan
- IV. Small and Local Business Requirements
  - A. Subcontractors List (Attachment BB)
  - B. Subcontractors Letters of Commitment
  - C. Contract Activity Report (Attachment CC)
- V. Demonstrated Commitment to Equal Opportunity
  - A. Required Information

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## **Tab A. Verification Statements**

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### **K.1**

By submission of this proposal, Cascadia certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local departments or agencies.

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### **K.2**

Cascadia is able to certify to all of the statements in this certification.

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### **K.3**

The following forms have been completed and signed by a contract authority at Cascadia to validate the proposal. Upon acceptance of the contract, Cascadia is prepared to confirm compliance with The City of San Diego eligibility requirements as stated in Section L.

#### **FORMS**

This section contains completed, signed copies of the following required forms:

1. Contractor's Cover Sheet
2. Pre-Award Survey/List of References/List of Subcontractors
3. Certification Regarding Debarment, Suspension on, Proposed Debarment, and other Responsibility Matters
4. Declaration Regarding Information Requested Under The California Public Records Act
5. Proof of Insurance
6. Criminal Background Certification
7. Affidavit for Contractor/Vendor
8. Conflict of Interest Disclosure Statement
9. Drug Free Workplace Certification



## City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

### Firm Info:

Firm Name:   
(as reported on W9)

Firm Address:

City:  State:  Zip:

Phone:  Fax:

Taxpayer ID:  Business Tax Certificate:

Website:

### Contact Info:

Contact Name:

Title:

Email:

Phone:  Cell:

**Alternate Address (if different from above) to Receive Remittance:**

Mailing Address:

City:  State:  Zip:

**Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address:

City:  State:  Zip:

### Contractor Licenses (if applicable)

License Number:  License Type:

License Number:  License Type:

License Number:  License Type:

**Contractor/Vendor Registration Form – Page 2**

**Firm Name:**  
(as reported on W9)

Cascadia Consulting Group, Inc.

**Product/Services Information:**

NIGP Codes:

\* 91843 (Environmental Consulting)

\*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

**The City requires this information for statistical purposes only.**

**Ethnicity:**

Ethnicity:

\* Caucasian American

\* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

**Ownership Classification**

Classification:

\*

\*select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
DBE	(Disadvantaged Business Enterprise)

	DVBE	(Disabled Veteran Business Enterprise)
	SLBE*	(Small Local Business Enterprise)
	8(a)	(Small Business Administration 8(a) Enterprise)
	SDB	(Small Disadvantaged Business Enterprise)
	LBE	(Local Business Enterprise)
	MLBE	(Micro Local Business Enterprise)
	SBE	(Small Business Enterprise)
	MBE	(Minority Business Enterprise)
	ELBE*	(Emerging Local Business Enterprise)
	UDBE	(Underutilized Disadvantaged Business Enterprise)
	DPBT	(Persons With A Disability or Disabilities Business Enterprise)
	LGBT	(Lesbian, Gay, Bisexual, Transgender Business Enterprise)
	EBE	(Emerging Business Enterprise)

\* Requires certification by the City of San Diego Equal Opportunity Contracting Office.

**Certified by an Agency?**     **No**     **Yes** (enter Certification Number and Certifying Agency below)

Certification #:  Expiration Date:

Agency:

Certification #:  Expiration Date:

Agency:

California State Tax Permit #:

Please mail this form to: Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to: 619-236-5904

Attachment 2

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

Waste Characterization Study

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**B. BIDDER/CONTRACTOR INFORMATION:**

Cascadia Consulting Group, Inc.	N/A
Legal Name:	DBA:
1109 First Ave, Suite 400	Seattle 98101
Street Address:	City: State: WA Zip:
Charles Scott, Principal	206-449-1120 206-343-9819
Contact Person, Title:	Phone: Fax:

**C. OWNERSHIP AND NAME CHANGES:**

- In the past five (5) years, has your firm changed its name?  
 **Yes**       **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

- In the past five (5) years, has a firm owner, partner or officer operated a similar business?  
 **Yes**       **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: 03/04/1993 State of incorporation: Washington

List corporation's current officers: President: Marc Daudon  
Vice Pres: Charlie Scott  
Secretary: Amity Lumper  
Treasurer: Marc Daudon

Is your firm a publicly traded corporation?  Yes  No

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

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**Limited Liability Company** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

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**Partnership** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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**Joint Venture** Date formed: \_\_\_/\_\_\_/\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 **Yes**    **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 **Yes**    **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 **Yes**    **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
 **Yes**    **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 **Yes**    **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
 **Yes**    **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 **Yes**    **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Charles R. Scott, Principal

June 29, 2011

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance Attachment "A"*

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

**Richard Gertman, Principal at Cascadia Consulting Group, was formerly the Owning Principal of Environmental Planning Consultants (EPC), based out of San Jose, California. Richard and his entire staff elected to join Cascadia in 2010, allowing us to open a California office and grow our services in Southern California and the Bay Area.**

**EPC no longer exists as a separate business entity. Its previous operating address (currently Cascadia's California office) was listed as:**

**1046 West Taylor St., Suite 208**

**San Jose, CA 95126**

**T (408) 249-0691 F (408) 249-0681**

Attachment 3

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**

**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101

**COMPANY INFORMATION**

Company Name: Cascadia Consulting Group, Inc.	Contact Name: Ann Boustead
Company Address: 1109 First Avenue, Suite 400, Seattle, WA, 98101	Contact Phone: 206-449-1142
	Contact Email: ann@cascadiaconsulting.com

**CONTRACT INFORMATION**

Contract Title: Waste Characterization Study	Start Date:
Contract Number (if no number, state location): City of San Diego, California	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

- The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:
- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
    - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
    - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
  - Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
  - Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
  - Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
  - Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Charles R. Scott 06/29/2011

---

Name/Title of Signatory
Signature
Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date: EBO Analyst:  Approved  Not Approved – Reason:

---

## Attachment 4. Equal Opportunity Contracting Program Proposer Requirements

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The following pages are organized as follows:

Section I. City's Equal Opportunity Commitment

Section II. Nondiscrimination in Contracting Ordinance

- A. Proposal Documents to include Disclosure of Discrimination Complaints
- B. Contract Language
- C. Contract Disclosure Requirements

Section III. Equal Opportunity Outreach Program

- A. Nondiscrimination in Employment
- B. Work Force Report (Attachment AA)
- C. Equal Opportunity Employment Plan

Section IV. Small and Local Business Requirements

- A. Subcontractors List (Attachment BB)
- B. Subcontractors Letters of Commitment
- C. Contract Activity Report (Attachment CC)

Section V. Demonstrated Commitment to Equal Opportunity

- A. Required Information

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## Section I. City's Equal Opportunity Commitment

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Cascadia shares the City of San Diego's strong commitment to equal opportunity for employees and Subcontractors. We have taken positive steps to diversify and expand our solicitation base and offer consulting opportunities to all eligible Subcontractors.

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## Section II. Nondiscrimination in Contracting Ordinance

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Cascadia understands and complies with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

---

### A. PROPOSAL DOCUMENTS TO INCLUDE DISCLOSURE OF DISCRIMINATION COMPLAINTS

Cascadia affirms that no complaint has ever been filed or is currently pending against our firm in a legal or administrative proceeding alleging discrimination against employees, Subcontractors, vendors, or suppliers.

---

### B. CONTRACT LANGUAGE

The following language will be included in contracts for City projects between Cascadia and any Subcontractors, vendors, and suppliers:

Cascadia shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Cascadia shall provide equal opportunity for Subcontractors to participate in opportunities. Cascadia understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

---

### C. CONTRACT DISCLOSURE REQUIREMENTS

Upon the City's request, Cascadia agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Cascadia further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517.

Cascadia understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the firm up to and including contract termination, debarment and other sanctions.

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## Section III. Equal Employment Opportunity Outreach Program

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Cascadia shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. We have submitted with our proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP). This Report is provided on the following page.

City of San Diego

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209



**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**Section 1.01 CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Cascadia Consulting Group, Inc.

ADA/DBA: n/a

Address (Corporate Headquarters, where applicable): 1109 First Avenue, Suite 400

City: Seattle County: King State: WA Zip: 98101

Telephone Number: ( 206) 343-9759 Fax Number: (206) 343-9819

Name of Company CEO: Charlie Scott

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Type of Business: Environmental Consulting Firm Type of License: Business

The Company has appointed: Ann Boustead

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1109 First Avenue, Suite 400 | Seattle, WA 98101

Telephone Number: ( 206) 449-1142 Fax Number: (206) 343-9819

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Cascadia Consulting Group, Inc.

(Firm Name)

King County Washington

(County)

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 29th day of June, 2011.

(Authorized Signature)

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Cascadia Consulting Group, Inc. DATE: June 29, 2011

OFFICE(S) or BRANCH(ES): Seattle (Managing Office) COUNTY: King County, WA

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial									1			2		
Professional						2					12	25		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support						1					1			
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column						3			1		13	27		
--------------------	--	--	--	--	--	---	--	--	---	--	----	----	--	--

Grand Total All Employees	44
---------------------------	----

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: Cascadia Consulting Group, Inc. DATE: June 29, 2011

OFFICE(S) or BRANCH(ES): Seattle (Managing Office) COUNTY: King County, WA

**I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:**

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

**Exhibit B: Work Force Report Job categories-Trade****Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

**Carpenters****Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers****Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

**Electricians****Elevator Installers and Repairers****First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

**Glaziers****Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**

Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

---

## **A. NONDISCRIMINATION IN EMPLOYMENT**

Cascadia shall not discriminate against any employee or applicant for employment on any basis prohibited by law. We shall provide equal opportunity in all employment practices and will make every effort to ensure that our subcontractors comply with this program.

Nothing in this Section shall be interpreted to hold Cascadia liable for any discriminatory practice of its subcontractors.

---

## **B. WORK FORCE REPORT**

If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then Cascadia agrees to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

---

## **C. EQUAL EMPLOYMENT OPPORTUNITY PLAN**

Cascadia understands that if an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Cascadia.

---

## **Section IV. Small and Local Business Program Requirements**

The Subcontractor Participation List, Subcontractor Commitment Letters, and Contract Activity Report Form are provided in the pages that follow.

## ATTACHMENT BB SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor’s letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	SLBE/ELBE (* / MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Sky Valley Assoc.	Sampling	31 - 35%	\$102,000-\$132,500	N/A	
MSW Consultants	Sampling	22 - 23%	\$71,250 - \$85,250	N/A	
Stanfield Systems	Data Mgmt	3%	\$11,250	DVBE	California Dept. of General Services

\* Listed for informational purposes only.

\*\* Consultant shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

- |  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise                      | OBE  |
| Small Local Business Enterprise                | SLBE |
| Emerging Local Business Enterprise             | ELBE |



June 24, 2011

Charlie Scott  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

Dear Charlie:

Sky Valley Associates has always provided a workplace free from discrimination of any kind. As you know, our workforce always represents a diverse mixture of personnel, such that I am often the only person in our company not represented by the various EEO classifications.

Sixty percent of the staff proposed for the San Diego Landfill Characterization Study fall under the classifications typically identified for EEO consideration, including our field crew foreman.

We remain committed to providing a work environment free from discrimination, and will continue to provide opportunity to anyone who can prove themselves capable.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Brad Anderson", with a long horizontal line extending to the right.

J. Brad Anderson  
General Manager



June 24, 2011

Charlie Scott  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

Dear Charlie:

Sky Valley Associates is committed to working as a subcontractor to Cascadia Consulting Group to fulfill our role in the San Diego Landfill Characterization Study scope of work, as outlined in our shared proposal submittal.

As in past projects, our objective throughout the duration of the contract will be to ensure quality, efficiency, productivity, and a positive working relationship with Cascadia and our client.

We look forward to working with you once again.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Brad Anderson", with a long horizontal line extending to the right.

J. Brad Anderson  
General Manager

# MSWCONSULTANTS

June 24, 2011

Charlie Scott  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

Dear Charlie:

MSW Consultants is committed to working as a subcontractor to Cascadia Consulting Group to fulfill our role in the San Diego Landfill Characterization Study scope of work, as outlined in our shared proposal submittal.

As in past projects, our objective throughout the duration of the contract will be to ensure quality, efficiency, productivity, and a positive working relationship with Cascadia and our client.

We look forward to working with you once again.

Sincerely,

**MSW CONSULTANTS, LLC**



Walt Davenport  
President

WD/ld



June 27, 2011

Charlie Scott  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

Subject: Participation as a Subcontract Partner with Cascadia Consulting Group, Inc.  
on San Diego Waste Characterization Study.

Dear Mr. Scott,

Stanfield Systems, Inc. is pleased to confirm our participation as a subcontract partner with Cascadia Consulting Group, Inc. on the subject proposal. Along with this confirmation is our commitment to fulfilling the requirements of the subject RFP as delegated by our prime contracting partner and in accordance with proposed contract terms, conditions, and exhibits. We have been asked to provide Data Entry and Analysis support to the Cascadia Consulting Group, Inc. effort, should you be fortunate enough to be selected to provide the San Diego Waste Characterization Study solution to the City of San Diego.

As in past projects, our objective throughout the duration of the contract will be to ensure quality, efficiency, productivity, and a positive working relationship with Cascadia and your client.

Stanfield Systems, Inc. is a California certified Small Business and DVBE that has been meeting the information technology needs of government, commercial, and non-profit organizations in California and across the United States since January 2000. Our current certifications as a Small Business and DVBE can be confirmed with the Department of General Services. Our reference number is 23905, and both certifications expire in the fall of 2011.

Very respectfully,

A handwritten signature in black ink, appearing to read "Christopher A. Nail".

Christopher A. Nail  
Business Manager

---

A Service-Disabled Veteran-Owned Small Business

718 Sutter Street, Suite 108  
Folsom, CA 95630-2561

[www.StanfieldSystems.com](http://www.StanfieldSystems.com)

Phone: (916) 608-8006  
Fax: (916) 608-0657

**ATTACHMENT CC**

**CONTRACT ACTIVITY REPORT**

Consultants are required by contract to report SubContractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

**PROJECT:** Waste Characterization Study      **PRIME CONTRACTOR:** Cascadia Consulting Group, Inc.  
**CONTRACT AMOUNT:** \_\_\_\_\_ **INVOICE PERIOD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Include Additional Services Not-to-Exceed Amount

SubContractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Sky Valley Associates	N/A					\$102,000-132,500	31-35%
MSW Consultants	N/A					\$71,250 - 85,250	22-23%
Stanfield Systems, Inc.	SBE; DVBE					\$11,250	3%
Prime Contractor Total:						\$146,000 - 148,000	39-44%
Contract Total:						\$330,500 - 377,000	100%

Completed by: TBD

---

## Section V. Demonstrated Commitment to Equal Opportunity

---

### A. REQUIRED INFORMATION:

#### 1. OUTREACH EFFORTS.

Having conducted more than 100 waste characterization studies within California and across the West Coast over the past two decades, Cascadia has built strong, positive working relationships with its partners at Sky Valley, MSW, and Stanfield Systems. Given our experience working together, we have the utmost confidence in our ability to provide solid, streamlined services that offer a very high standard of quality at a comparably low cost.

**Sky Valley Associates** is an equal opportunity employer offering a diverse crew of solid waste professionals who have characterized over *48,000 samples* since 1992, totaling over *7.5 million pounds* of hand-sorted material. The diverse team proposed for this project represents over *51,000 hours* of combined field experience. **MSW Consultants** is an 11-person EEO firm which provides solid waste research and planning services with Cascadia and independently to cities, counties, and states nationwide. **Stanfield Systems, Inc.** is a Federal and California-Certified Small Business, a Federal Service-Disabled Veteran-Owned Business (SDVOB), and California - Certified Disabled Veteran Business Enterprise (DVBE) who has provided data management services for Cascadia on several prior studies.

While these three partners together with Cascadia bring to San Diego County an experienced, well-rounded, and diverse crew of professionals, **we have also made a concerted effort to supplement our team with local staff.** To this end, we have downloaded the City's list of business entities meeting SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE requirements to try to identify someone to provide local temporary sort labor, and performed the following steps:

**Performed a search through all city-certified companies using the keywords "staffing," "temporary," and "labor."** Through this process we identified one firm that identified as a professional recruiter, but did not do temporary staffing.

**Revisited the list and scrolled down the list of companies to identify any that appeared to provide field-related operations or services,** such as construction, site preparation, structure-related services, water/sewage maintenance, etc. Through this effort we identified six firms that appeared to fit our needs. Although we made repeated attempts to contact these firms, we received no call-backs. Given the number and clarity of our messages, we attributed the lack of response to a lack of interest.

**Contacted the San Diego Regional Minority Supplier Diversity Council.** While the name of this organization is promising, we learned that it is primarily targeting large companies as there is a \$5,000 membership fee just to get access to their database of qualified MBE firms.

(A list of contacts and documentation of these efforts can be made available upon request.)

Although we were unable to identify qualified and available candidates to augment our team within the limits of the proposal timeline, we remain open to recruiting qualified local candidates during the course of the contract, training existing County personnel, and otherwise engaging local talent to ensure that the County is able to meet its commitment to supporting local business.

## 2. PAST PARTICIPATION LEVELS.

While Cascadia does not have recent experience working with local San Diego based firms, we do regularly partner with small, disadvantaged, and women/minority owned businesses across the West Coast to provide high quality services to our clients.

Cascadia began a systematic effort to track potential partners for our sustainability work in mid-2009, mirroring our clients' efforts to ensure that all businesses have access to public sector contracts. Since then, we have maintained a list of small firms and community organizations that offer not just complementary skills and services, but expand Cascadia's ability to serve a wider, more diverse population.

In the past three years, we have contracted with the following certified OWMBE firms on projects ranging from solid waste research to commercial technical assistance to residential direct install, community education and outreach, and social marketing.

Subcontractor		Project Name	Project Type	Project Value	Subcontractor % Participation
Candace Chin	Woman and minority, sole proprietor	Seattle Public Utilities Commercial Sector Outreach 2010	Outreach and Technical Assistance	456,000.00	1.20%
Candace Chin	Woman and minority, sole proprietor	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	0.95%
Candace Chin	Woman and minority, sole proprietor	Seattle Public Utilities Resource Venture 2011, Element B	Outreach and Technical Assistance	250,500.00	3.13%
Lance Grob <i>Batba</i>	Minority and sole proprietor	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	0.98%
Lance Grob <i>Batba</i>	Minority and sole proprietor	Seattle Public Utilities Resource Venture 2011, Element B	Outreach and Technical Assistance	250,500.00	3.13%
<i>Dynamic Language</i>	WMBE	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	5.14%
Alma Kern <i>Filipino Community Center of Seattle</i>	Non-profit/community center	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	0.53%

Subcontractor		Project Name	Project Type	Project Value	Subcontractor % Participation
Tsegaye Gebru <i>Horn of Africa</i>	Non-profit/community center	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	1.82%
Nhan Nguyen <i>Nhan Nguyen Consulting</i>	Minority and sole proprietor	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	4.26%
Nhan Nguyen <i>Nhan Nguyen Consulting</i>	Minority and sole proprietor	Seattle Public Utilities Resource Venture 2011, Element B	Outreach and Technical Assistance	250,500.00	3.00%
<i>Sound Resolutions</i>	WBE	Washington Department of Health Water Sector Coordinating Council Facilitation	Policy and Facilitation	\$4,848.00	60.59%
<i>Sound Resolutions</i>	WBE	Washington Department of Health Water Sector Specific Plan	Policy and Facilitation	\$32,525.00	46.31%
<i>Blackmore Consulting,LLC</i>	Woman and sole proprietor	Puget Sound Partnership Obstacles and Watershed Workshops	Policy and Facilitation	\$23,806.00	71.85%
<i>Blackmore Consulting,LLC</i>	Woman and sole proprietor	Puget Sound Salmon Recovery Council Facilitation	Policy and Facilitation	\$68,380.00	57.03%
<i>Blackmore Consulting,LLC</i>	Woman and sole proprietor	WRIA 17 Facilitation & Project Management	Policy and Facilitation	\$33,816.00	75.12%
<i>T.D.Wang Advertising Group LLC</i>	WMBE	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	\$170,630.00	7.79%
<i>Parsons Public Relations</i>	WBE	Seattle Public Utilities Friends of Recycling Multi-Family Food Waste Training and Education	Education and Outreach	\$92,800.00	2.44%

Subcontractor		Project Name	Project Type	Project Value	Subcontractor % Participation
<i>Parsons Public Relations</i>	WBE	Seattle Public Utilities Green Gardening Program 2009	Education and Outreach	\$96,501.00	7.98%
<i>Parsons Public Relations</i>	WBE	Seattle Public Utilities Green Gardening Program 2010	Education and Outreach	\$116,000.00	6.85%
<i>Parsons Public Relations</i>	WBE	Pierce County Green Gardening Program	Education and Outreach	\$632.00	77.11%
<i>Stanfield Systems, Inc.</i>	WBE, DVBE	CIWMB Statewide Waste Composition	Waste Composition Study	\$97,771.54	15.34%

A full list of past and current OWMBE partners can be made available upon request.

### 3. EQUAL OPPORTUNITY EMPLOYMENT.

Cascadia is committed to being an Equal Opportunity Employer and actively encourages applicants from diverse backgrounds to apply. All of our job announcements include an EEO statement, and we consistently advertise in multiple media in order to ensure our recruiting methods reach a wide spectrum of applicants. We provide outreach to college campuses and offer informational interviews to interested parties. During the recruitment process itself, we have multiple individuals assist in the resume screening and interviewing process to obtain multiple perspectives on a candidate. We also have different levels of review to include a telephone screen, submitting a writing sample, an in-person interview, a prepared presentation, as well as responding to how s/he would approach a scenario related to the job for which s/he is applying. This process allows an applicant multiple opportunities to display his/her strengths.

Cascadia was founded in 1993 by Charlie Scott and Marc Daudon, who continue to serve as Principals. To provide advancement and leadership opportunities, Cascadia formed a Senior Management Team (SMT), which is responsible for leadership, staff supervision, and strategic direction. The Principals have consistently advocated for, and appointed, a third member to serve on the SMT and have an equal part in decision-making. The current third member of the SMT is a woman, and the previous SMT members have also been women. In recognition of their business aptitude and skills and to promote retention and encourage future leaders, five female and two male Senior Associates were provided with the opportunity become equity partners; five women have accepted the offer and have begun to purchase ownership shares. Cascadia plans on to add additional equity partners over the next five years, and the company has also expanded its ownership in the form of an Employee Stock Ownership Program (ESOP). Cascadia strives to recruit applicants from diverse backgrounds for job openings, as described below.

Cascadia's Equal Opportunity Employment policy and Equal Benefits policy are documented in our employee handbook and integrated into all recruitment, hiring, and training exercises.

#### *Official Policy Language*

##### *Equal Opportunity Employment*

Cascadia Consulting Group, Inc. is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, sex, sexual orientation, age, marital status, national origin, ancestry, disability, veteran status, or other categories protected by law. Cascadia Consulting Group's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination and social, educational and recreational programs.

Cascadia Consulting Group will not tolerate any form of discrimination, and all employees are expected to fully cooperate in implementing this policy. If you believe this policy has been violated, report the matter immediately to your supervisor or the HR coordinator.

##### *Appendix N: Affirmative Action Plan*

Cascadia Consulting Group, Inc. is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, sex, sexual orientation, age, marital status, national origin, ancestry, disability, veteran status, or other categories protected by law. Cascadia Consulting Group's policy regarding equal employment opportunity applies to all aspects of employment, including

recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination and social, educational and recreational programs.

To ensure equal employment opportunity, Cascadia takes the following measures:

- 1) Equal and fair treatment is provided to all employees regardless of race, color, religion, sex, sexual orientation, age, marital status, national origin, ancestry, disability, veteran status, or other categories protected by law.
- 2) A complete workforce profile which records employees by race or ethnicity, gender, and job classification is maintained and reviewed annually.
- 3) All employees are advised at time of employment that Cascadia is an Equal Opportunity / Reasonable Accommodation Employer and that hiring, promotion or demotion is based only on the individual's qualifications and ability to perform the work.
- 4) Cascadia cooperates with and supports apprenticeship training programs based on strict non-discrimination.
- 5) Cascadia's HR Coordinator serves as the Equal Employment Officer who is authorized to supply reports and represent Cascadia in all matters regarding this affirmative action plan.
- 6) The Equal Employment Officer is responsible for :
  - a. Seeking to use minorities, females, and disabled individuals to the same degree as all others, based on the following factors.
    - i. Percentage of minorities, females, and disabled individuals in the company's workforce as compared with the labor market in the area.
    - ii. Local available of minorities, females, and disabled individuals having the skills we employ.
    - iii. Availability of promotable minorities, females, and disabled individuals in our company.
    - iv. Existence of training institutions to train minorities, females, and disabled individuals in the area.
    - v. The internal skills training our company offers for minorities, females, and disabled individuals.
  - b. Supervision of periodic audits of employment practices including: (1) applicant flow, (2) promotion, and (3) training.
  - c. Contacts with recruitment sources for qualified minorities, females, and disabled individuals. Notification to employees regarding promotions or vacancies to ensure equal opportunity.
  - d. Instruction of all supervisory personnel regarding their responsibility for equal employment opportunity and non-discrimination requirements.
  - e. Periodic reviews with all supervisory personnel to ensure that the program is being implemented at all levels.

### *Equal Benefits*

Cascadia Consulting Group does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners. Whenever possible, Cascadia provides employees' domestic partners equal access to benefits provided to employees' spouses.

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## **4. COMMUNITY ACTIVITIES.**

Cascadia's approach to community involvement is included in our mission statement as a goal of ***"balancing corporate profitability with personal pursuits and community involvement."***

To this end, Cascadia maintains a strong presence in our local and regional communities, both as a firm and as individuals. As a firm, Cascadia makes regular contributions of time and resources to organizations such as:

- California Resource Recovery Association
- California Refuse and Recycling Council
- Californians Against Waste
- Climate Solutions
- Coalition of Organic Landscape Professionals
- Facing Climate Change
- Nash's Organic Produce
- National Recycling Coalition
- Northern California Recycling Association
- Northwest Harvest
- Northwest Product Stewardship Council
- Product Policy Institute
- Sail Sand Point
- Seward Park Environmental and Audubon Center
- Sightline Institute
- Tacoma Nature Center
- Washington State Recycling Association
- Washington Toxics Coalition

Individually, Cascadia staff are active as volunteers, board members, and involved citizens. Cascadia supports individual volunteer and community involvement activities by ensuring a flexible work environment, allowing staff to prioritize time and activities to suit their workload and personal choices. Cascadia has been awarded the prestigious Alfred P. Sloan Award for Business Excellence in Workplace Flexibility in 2008, 2009, 2010, and has been nominated for 2011.

The Sloan Award is administered by a nationwide initiative—When Work Works—to bring research on workplace effectiveness and flexibility into community and business practice. Successful applicants must rank in the top 20% of US employers in terms of their programs and practices for creating effective and flexible workplaces. Two-thirds of the score is derived from confidential employee surveys.

## Tab E – Signed Contract

This tab represents the Contract in its entirety, which includes Sections A through J and the proposal by the contractor. This tab includes every page, form, option, or submittal as specified in Sections A through J.



## **REQUEST FOR PROPOSAL (RFP)**

**RFP NO.: 10015022-11-W**

### **Waste Characterization Study**

<b>RFP Release Date:</b>	<b>May 25, 2011</b>
<b>Recommended Pre-Proposal Conference:</b> See Section L.1 of this RFP for conference details.	<b>June 8, 2011</b> <b>At 10:00 a.m., PT</b>
<b>Date Written Questions/Comments Due:</b> See Section L.1 of this RFP for question/comment instructions.	<b>June 10, 2011</b> <b>On or before 5:00 p.m., PT</b>
<b>Proposal Closing:</b> <b>On or before 4:00 p.m. PT to the</b> Purchasing & Contracting Department 1200 Third Avenue, Suite 200 San Diego, CA 92101	<b>June 30, 2011</b>
<b>Term of Contract:</b>	<b>Three (3) Years from Notice to Proceed,</b> <b>with one (1) year one (1) option period.</b>
<b>License(s) Required:</b>	<b>N/A</b>
<b>Contact Name and Information:</b>	<b>Bill Broderick, CPPB/muw</b> <b>Procurement Specialist</b> <b>(619) 236-6653619)</b> <b>Wbroderick@SanDiego.gov</b>

**Purchasing & Contracting Department**  
**1200 Third Avenue, Suite 200**  
**San Diego, CA 92101**

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## **RFP Document**

Contractors need to review this document carefully. An explanation of the sections and parts are outlined below:

- o Sections A-J will form the body of the contract once both parties have signed Section A. Upon award and acceptance of the proposed work, these sections become the contract with the Contractor (Contractor/Vendor/Consultant) and THE CITY OF SAN DIEGO and may include attachments containing terms, conditions and/or pricing specific to the product or service being rendered. Section J contains all attachments or additional supporting information.
- o Sections K-M contains the representations and certifications all Contractors must complete to meet the eligibility requirements (Section K). It also contains the format instructions to Contractors for both the specific product or service and general terms and conditions for all RFPs (Section L). Section M outlines specific information about the eligibility requirements, evaluation criteria and general selection process.
- o Section C contains the scope of services. All items specified in Section C, “Scope of Services” beginning with Paragraph A, “Background ” must be addressed in the proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in this section. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple “Yes”, “No”, or “Comply” responses to stated specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Proposers should also include any other information they feel may be of benefit to the City.
- o Proposers must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Exceptions are deemed rejected unless accepted in writing by the City of San Diego.
- o The purpose of this Request for Proposal is to solicit proposals for a Contractor to provide goods, products and/or services to the City of San Diego.

## Contract Form

This contract is entered into by the City of San Diego, a municipal corporation (“City”), and [contractor] (“Contractor”) for the scope of services specified herein. For good and valuable consideration, the sufficiency of which is acknowledged, the City and Contractor agree as follows:

- A. The Contract Documents are hereby defined as this Contract Form, and Sections A through J. If the provisions within a single Contract Document conflict, the more specific shall control.
- B. Contractor shall be bound by and shall perform in strict conformity with the terms and conditions of this contract.
- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner as are provided for in this contract.
- D. This contract shall be for a period of three (3) year(s) effective on the date as specified in a Notice to Proceed letter which will be issued by Purchasing & Contracting Department only after this contract has been executed by the last party to sign the Signature Page (Section A), and approved by the City Attorney in accordance with San Diego Charter Section 40, with options to extend for one (1) additional one (1) year period in accordance with Section I.05 of this contract.

**SECTION A  
SIGNATURE PAGE**

<b>1. Contract No.:</b>		<b>2. RFP No.: 10015022-11-W</b>	
<b>3. Contract Title: Landfill Waste Characterization Study</b>			
<b>4. Contract Amount:</b>		<b>Prompt Payment Discount Terms: _____ % _____ Days</b>	
<b>5. Term of Contract:</b>			
<b>6. Contractor Name:</b>			
Address:			
City/State/Zip:			
Telephone:			
Contact:		E-Mail Address:	
The City of San Diego Business Tax License Number:			
Federal Tax ID Number:			
<b>7. Contract Table of Contents</b>			
Section A: Signature Page			
Section B: Price Schedule			
Section C: Scope of Services			
Section D: Packaging and Marking (Reserved)			
Section E: Inspection and Acceptance			
Section F: Deliveries or Performance			
Section G: Contract Administration Data			
Section H: Special Contract Requirements			
Section I: General Contract Clauses			
Section J: List of Attachments, Exhibits, or Appendices			
<p><b>8. Signature of Authorized Representative/Contractor</b></p> <p>_____</p> <p>_____</p> <p style="text-align: center;">(Print Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>	<p><b>• Signature of The City of San Diego Purchasing Agent</b></p> <p>_____</p> <p>_____</p> <p style="text-align: center;">(Print Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>	<p><b>10. Signature of The City of San Diego City Attorney</b></p> <p>_____</p> <p>Approved for Form and Legality</p> <p>_____</p> <p style="text-align: center;">(Print Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>	

**SECTION B**

**PRICE SCHEDULE**

Price schedule instructions for Scope Of Services as specified in Section C.

For evaluation purposes pricing should be constructed citing estimated quantities or core requirements and deliverables, which utilize firm fixed pricing or fully burdened labor rates over the contract period.

Part 2 of the Pricing Page will be used for evaluating total cost per sample should the City wish to add additional sampling beyond the estimates specified in the Scope of Work of this RFP.

**Cost Proposal Table**

<b>Cost Proposal RFP EP</b>	
Description of Cost:	<b>Total Cost</b>
3 - Season waste study as specified in Scope of Work Tasks 1-4.	
OPTIONAL 3- Season automated greenery contamination study as specified in Scope of Work Task 5.	

<b>Cost Proposal Part 2 RFP EP</b>	
Description of Cost:	<b>Cost per Sample</b>
Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work Task 2.	
Per Sample cost for observational sample of self-haul vehicle as specified in Scope of Work Task 2.	
Per sample cost for sorted automated greenery route load (weighing 6-8 tons) as specified in the Scope of Work Task 5.	

A. PROMPT PAYMENT DISCOUNTS

Prompt payment discounts of twenty (20) days or more will be considered in the evaluation of Proposals. Discounts of less than twenty (20) days will be taken at the time of payment when applicable, but will not be considered in the evaluation of Proposals. Prompt payment discounts shall be identified on the Signature Page, Section A-4. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

B. PRICING

Unless called for in the General Contract Clauses, no escalation factor is allowed. The Contractor must notify the City in writing in the event of a decline in market price(s) below the Price Schedule and the City will make an adjustment in the Contract Amount or elect to re-solicit.

Unless the Contractor clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire Proposal, any difference between the unit price correctly extended and the total price shown for all items offered shall be resolved in favor of the unit price.

C. PRICE SCHEDULE

The estimated quantities provided by the City are not guaranteed. These quantities are listed for information purposes only. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

**SECTION C**  
**SCOPE OF SERVICES**

**A. BACKGROUND**

The Environmental Services Department of the City of San Diego is responsible for implementing waste reduction, recycling, and diversion programs. The passing of AB 939 required all jurisdictions in California to divert 50% of their waste by 2000. San Diego reached a 52% diversion rate in 2004 and has steadily increased diversion to 66% in 2009. This added diversion is predominately due to two City-wide recycling ordinances. The City Recycling Ordinance (CRO) requires all commercial properties and multi-family residences to recycle unless they fall below a specified service level thereby making them exempt. The Construction and Demolition Recycling Ordinance requires certain permitted demolition, new construction and remodeling projects to divert 50% of the waste produced during the project. Additionally, there is a surcharge on all C&D loads disposed at Miramar Landfill.

The City of San Diego provides curbside trash collection to 304,061 single family homes; curbside commingled recycling collection to 258,128 single family homes; and curbside yard waste collection to 190,647 single family homes. Commercial properties and multi-family residences are serviced under a non-exclusive franchise system.

The City of San Diego is soliciting proposals for waste characterization assessment services. The general purpose of this work is to document the amounts and types of the various materials in the waste stream that may reasonably be diverted through recycling and other diversion strategies. The City will use this data to enhance and develop recycling program activities and policies.

This Request for Proposal is being issued in order to solicit proposals from qualified Proposers to provide waste characterization assessment services. Interested parties who have successfully performed at least three (3) similar contracts within the past five years (5) are invited to submit a Proposal in response to this RFP.

**B. OBJECTIVE**

The objective of this RFP is to make an award to a qualified Proposer that delivers waste characterization assessment services, which represents best overall value to the City meeting the specifications and requirements of this RFP.

**C. PROJECT FUNDING**

N/A

**D. PRECLUDED PARTICIPATION**

In order to avoid any real or perceived conflicts of interest, the successful Proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

**E. CORE REQUIREMENTS AND DELIVERABLES**

The Proposer shall conduct sampling of wastes, data analysis and compilation and reporting as specified in the Scope of Work. Deliverables shall include hard copies of all tally and sampling sheets, seasonal samples captured, and digital photos of all samples organized into album for each sector and season, ten (10) colors and bound final Waste Characterization Reports, electronic version of all graphs, tables and final Waste Characterization Report. Anticipated timeline is in Table 3 below, the actual timeline shall be determined during contract signing

This Scope of Work is intended to describe the implementation of a waste characterization study for the City of San Diego, herein referred to as the “City”. This study shall be comparable with prior waste characterization studies in order to measure the impact of recent diversion programs (see Appendix A, 1999-2000 Waste Composition Study). The work to be performed includes:

1. Designing a cost-effective and efficient approach to collection of City of San Diego waste stream data
2. Collaborating with City representatives to identify and coordinate sampling sector sources
3. Implementation of measures to ensure accuracy of data collected
4. Performing all field work including selecting and sorting samples, and recording field data
5. Conducting a separate concurrent self-haul study
6. Data entry and analysis
7. Preparing and submitting regular progress reports and interim data to the City’s contract manager during the project
8. Preparing and submitting a final report
9. The Proposer will conduct three (3) seasonal waste characterization studies at the Miramar Landfill. Two (2) parallel sampling studies will be undertaken each season: each season will include sorted sampling from City residential, commercial, and military wastes, as well as an observation self-haul study based on vehicle types. The City is also considering a third parallel study of contamination in source separated green collections. To meet the requirements

and to fulfill the scope of this Proposal, the Proposer shall complete the following four (4) tasks and, at the discretion of the City, the optional fifth (5) task. The City, in agreement with the Proposer, may modify the work plans based on new information gathered during the contract term. Tasks below are broken down based on Proposer and City responsibilities within each task.

F. TASK 1: DESIGN AND DEVELOPMENT OF SAMPLING PLAN AND RESEARCH PROTOCOL

The target for this task is for the City and Proposer to establish appropriate sampling plans based on generating sectors and waste routes to achieve a ninety percent (90%) confidence interval or higher for all data. See Attachment 1 and 2 for a description of the generating sectors and the factors that contribute to the overall composition of the waste.

1. Proposer Responsibilities

Review suggested sorted sample totals for each sector to assess expected confidence intervals and make recommendations. See Table 1.

Review suggested visual samples for self-haul study to assess expected confidence intervals and make recommendations. See Table 2.

Review proposed material types and develop definitions for each material. See Attachment 3.

Meet with City representatives, on an as needed basis and at the City's discretion, to clarify study objectives, and discuss methodology for selecting and recruiting representative samples from waste haulers and City collection routes before completing detailed plans for the waste characterization study. The City anticipates three (3) meetings in addition to the kick-off meeting.

Submit a sampling plan and proposed sampling schedule/timeline to City representative within 2 weeks of receipt of notice to proceed for final approval. The schedule/timeline shall show the dates during which the seasonal studies will be conducted and when the required reports will be submitted.

Ensure that the methodologies utilized to conduct the studies are in accordance with the California Code of Regulations (Title 14, Chapter 9, Article 6.1: Solid Waste Generation Studies and Solid Waste Disposal Characterization Studies).

2. City Responsibilities

Meet with Proposer to determine methodology for selecting and recruiting representative samples from waste haulers and City collection routes.

Coordinate with franchise waste haulers to create special sector loads for delivery to sample site.

Coordinate with City Collections Division to deliver loads from each region to sample site.

Provide hard copy or electronic pdf examples of tonnage and sector reports from the City's Automated Weighing System.

G. TASK 2: FIELD SAMPLING AND SORTING, AND SPECIAL SELF-HAUL STUDY

The target for this task is to execute the finalized sampling plan and conduct three (3) seasonal field studies sorting and observing waste at Miramar Landfill. Miramar Landfill is open 7 days a week 361 days a year. Hours are Monday- Friday 7:00 a.m. to 4:30 p.m.; Saturday - Sunday 7:30 a.m. - 4:30 p.m.

H. PROPOSER RESPONSIBILITIES

1. Train City representative in sampling methodology and permit him or her to conduct sample sorting.
2. Provide all personnel needed to conduct field studies and ensure they are qualified and properly trained in safety and waste handling procedures.
3. Provide a Site Manager for all field studies.
4. Alert City representative if hazardous wastes are discovered in a sorted sample so that they can be appropriately disposed.
5. Provide all equipment and materials for conducting the field studies including safety equipment, personnel protective equipment, traffic control cones, barricades, scales, and other equipment deemed suitable and necessary for this project.
6. Collect data on sector or origin, truck type, and any notes or unusual circumstances for each load sampled. For military loads, identify military base of origin, if from a single base.
7. Collect samples weighing at least 200 lbs, with no more than one sample per vehicle (except for observational self-haul study and curbside greenery study).

8. Digitally photograph each sample before sorting with a “story board” in each photo identifying the date, time, sector sampled, number (#) of the sample, etc.
9. Complete sampling and/or sorting of all designated loads before 4:30 p.m. each day so that landfill operations can bury all samples by the end of each day.
10. Include Saturday sampling in self-haul vehicle study.
11. Each day of sampling, provide City representative with a breakout of the number of samples taken within each of the sectors outlined for the previous day. Please use format in Table 2 (or similar).

I. CITY RESPONSIBILITIES

Provide, or cause to be provided, municipal solid waste as required for executing sampling plan.

Provide sufficient area at the landfill as necessary for the Proposer to safely conduct the field studies, without charging disposal fees to the Proposer. Area will be sufficiently close to working face so that wastes may be moved from work area without cost to proposer.

Provide handling and proper disposal of any hazardous wastes discovered in samples.

Provide a representative to be trained by Proposer in field sampling methodology.

Provide training for filling out sector breakout outlined in Table 2.

Table 1: Commercial, Residential, and Military Waste

<b>Sorted Samples</b>	
<b>Strata</b>	<b>Total</b>
Single Family With Recycling	30
Single-Family With Recycling And Yard	30
Multi-Family	30
<b>Total Residential</b>	<b>90</b>
Commercial Front Loader	20
Commercial Open Drag-On	20
Commercial Compactor Drag-On	20
<b>Total Commercial</b>	<b>60</b>
Military Refuse	7
Military C&D	7
<b>Total Military*</b>	<b>14</b>
<b>Overall (Total est. Samples per Season)</b>	<b>164</b>
*Ratio of military self-haul vs. contract hauler to be kept proportional	

Table 2: Self-Haul Vehicle Study

**Observational Samples for Vehicle Type Study**

<b>Source</b>	<b>City Dept.</b>	<b>Commercial</b>	<b>Military</b>	<b>Residential</b>	<b># of Samples</b>
Flat Rate Vehicle					67
Small/ Medium Trailers					40
Medium Heavy Truck					30
Heavy/ Three Axle Truck					10
Modified Pickup					30
Large/ Double Axle Trailers					30

**Total Observational Samples for Self-Haul Study**

**207**

J. TASK 3: DATA ENTRY AND ANALYSIS

The target for this task is to compile all field data in to Excel 2007 spreadsheets and analyze.

1. Proposer Responsibilities

- a. Perform all data entry and analysis
- b. Conduct quality control measures to ensure accuracy of data entered
- c. Provide standard statistical analysis for each sector and subsector to determine average composition, standard error, and confidence interval at the ninety percent (90%) confidence level.
- d. Provide final count of samples captured during each season to City representative within two (2) weeks of end of the season.

2. City Responsibilities

Review final sample count reports submitted by proposer

K. TASK 4: FINAL REPORT AND PRESENTATION OF RESULTS

The target for this task is to compile a report that describes the purpose, study methodology and sampling plan and that summarizes the essential composition findings for each waste sector, in collaboration with City Representative.

1. Proposer Responsibilities

Deliver, within sixty (60) days after the completion of the final seasonal study, the draft Waste Characterization Report to City representative for review with the following components:

- a. Overall waste composition analyses for all waste disposed from the City of San Diego and by generator type.
- b. Overall waste composition analyses for self-haul vehicle study.
- c. Waste composition analyses for single family residences and present the differences between those with only recycling services and those with recycling and yard waste services.
- d. Waste composition analyses for multi-family residences.
- e. Waste composition analyses for commercial loads.
- f. Waste composition analyses for military facilities.
- g. Waste composition for the 6 different vehicle types identified in the observational study.
- h. Contamination and composition analysis of Curbside Greenery loads.

- i. Provide comparability, and/or comparison, with prior waste characterization studies.
- j. Provide an Analysis of Variance for seasonal variations for all generating sectors.
- k. Provide hard copies of all sample reports.
- l. Provide USB drive(s) with all sample photos labeled by generating sector and organized by season.
- m. Deliver ten (10) color bound copies, and one electronic pdf version of finalized Waste Characterization Report, as amended and/or with the inclusion of feedback from City representative, within twenty (20) business days.

L. CITY RESPONSIBILITIES

1. Provide tonnage reports from City's Automated Weighing System.
2. Review, within fourteen (14) business days, draft Waste Characterization Report and provide written feedback and/or amendments to Proposer for finalized report.

M. TASK 5 (OPTIONAL - AT DISCRETION OF CITY): SEASONAL GREENERY CONTAMINATION STUDY

The target for this task is to conduct a three (3) season study of curbside greenery material. This will entail the complete sorting of a minimum of four (4) residential automated green waste collection loads weighing approximately seven (7) tons per load. Proposer shall weigh and separate contamination from yard waste into two (2) contamination categories, and provide compositional analysis in the final Waste Characterization report. The City will use this information to access education and outreach efforts done in-between seasons to residents on the routes sampled from.

1. Proposer Responsibilities

- a. Provide Site Manager to train and oversee Alpha Project crew and City Representatives in the sorting of automated yard waste loads weighing approximately seven (7) tons each.
- b. Provide all materials needed to conduct field sampling, including scales, gloves, tally sheets, and other equipment deemed suitable and necessary for this task.
- c. Take photos of each load before sorting and of residual contamination after sorting. Each photo shall contain a "story board" identifying the route number, date, and category.
- d. Provide sorting of loads during the hours of 8:00 a.m. -3:00 p.m. only.
- e. Provide all data entry and analysis of study.
- f. Provide comparability with prior automated greenery contamination studies, which will be provided by City Representative.

- g. Provide draft and final report of study in conjunction with Task 4.

2. City Responsibilities

- a. Provide, or cause to be provided, source separated residential automated green waste loads at no charge to the Proposer.
- b. Provide a space, at the Miramar Greenery, to conduct sorting & weighing.
- c. Provide one (1) heavy duty loader and one (1) Equipment operator to assist in the spreading of loads.
- d. Provide three (3) Alpha Project crew members to conduct sorting and assist with weighing.
- e. Provide total load weight from City’s Automated Weighing System.
- f. Provide copies of prior automated greenery contamination studies.
- g. Review, within fourteen (14) business days, draft Greenery Contamination Study within Waste Characterization Report and provide written feedback and/or amendments to Proposer for finalized report.

The SOW is a summary of what the Proposer is to accomplish, which may be stated in terms of core requirements and deliverables. The SOW is what the Proposer is to accomplish stated in a clear and complete description of work to be performed: clear cut division of responsibility between the City and the Contractor; does not exceed the City’s actual need; not restrictive and need is stated in terms of what the market can satisfy. Details of the SOW are delineated in Section II, Specifications.

N. SCOPE OF WORK

Proposers shall complete all tasks as specified in the Scope of Work.

1. Core Requirements, Deliverables and Timeline

Table 3: Anticipated Timeline

<b>Activity</b>	<b>Tentative Date</b>
Request for Proposal Issued	May 25, 2011
Pre-Proposal Meeting	June 8, 2011
Written questions due to City	June 10, 2011
Proposal due to City	Tentatively June 30, 2011
Notice of Selection	45 days after Closing
Kick-off Meeting	TBD- Estimate October , 2010
Fall Season Study	October/ November, 2010
Winter Season Study	February/March 2010

Activity	Tentative Date
Summer Season Study	July 2011
Draft Final Report	60 days after July 2011 study
Final Report	90 days after City comment on Draft

O. USE OF STANDARDS

N/A

P. TRAINING

N/A

Q. LICENSES

N/A

R. MAINTENANCE, SUPPORT AND UPDATES

N/A

S. WARRANTY

N/A

T. QUALITY CONTROL

1. The proposer shall analyze the data collected in accordance with the California code of regulations (Title 14, Chapter 9, Article 6.1: solid waste generation studies and solid waste disposal characterization studies).
2. The use of standards generally includes international, federal, and state, county, municipal and manufacture's standards.
3. Proposer shall adhere to strict quality control procedures as set forth in their proposal, and contained in this Request for Proposal, that ensure the integrity of all field data including the entry of that data in to spreadsheets. Any errors or discrepancies in data discovered by quality control activities shall be resolved by the proposer.
4. These procedures should keep control of the required quality in accordance with the specifications.

U. INSTALLATION, TESTING AND ACCEPTANCE

N/A.

V. SAFETY AND ACCIDENT PREVENTION

The Proposer shall take all precautions necessary and shall bear sole responsibility for the safety of the work, the safety and adequacy of the methods and means it employs in performing the work, and the safety of all employees performing the work and all other persons who may be affected thereby.

Proposer and their employees shall conduct themselves in a proper and efficient manner at all times. Employees shall be fully clothed in suitable attire including personnel protective equipment. The City Representative may require the Proposer to remove from the work site any employee(s) deemed careless, incompetent, or whose continued employment on the site is considered to be contrary to the best interests of the City.

The Proposer shall, at all times in the performance of the work, comply with and provide safeguards required by all applicable federal, state, and local laws; rules and regulations concerning occupational safety and health, including but not limited to, the Occupational Safety and Health Act of 1970; and all applicable state labor laws and the regulations and standards issued there under. The Proposer shall require and verify adherence to these standards by any sub-contractor and supplier it employs in the performance of this service.

Generally any federal, state, county or municipal safety and accident prevention requirements should be specified, i.e., Occupational Safety and Health Administration (OSHA), a regulatory office of the US Department of Labor.

W. DOCUMENTATION AND REPORTS

N/A

X. PROPOSERS IMPLEMENTATION PLAN

Proposer shall include an implementation plan proposing technical approach and how proposer intends to provide the work plan as previously specified.

Y. CUSTOMER SERVICE

N/A

Z. COOPERATION AND TRANSITION

Proposer shall cooperate with the City at the expiration of the contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

AA. CONTRACTOR'S WORK SITE

N/A

BB. QUALIFICATIONS AND EXPERIENCE

1. Proposer shall have completed a minimum of ten (10) waste characterization studies, five (5) of which were within the state of California. Proposer shall provide three (3) samples of waste characterization final reports produced under contract. Proposer shall provide a summary of the purpose, principle activities and history of their organization. Include an organizational chart depicting the names and job titles of your proposed contract administrator, project manager, site manager, and other key staff. Please indicate if samplers will be employees of your company, subcontractors specializing in this field, hired from a temporary agency, or hired on a per diem basis.

Project manager and site manager shall each have completed a minimum of five (5) waste characterization studies of comparable scope. Proposer shall provide a brief summary, citing specific examples, of the project Manager, site manager and samplers previous role in waste characterization studies, data management, and sampling.

While the City does not require that all samplers have previous experience sorting samples in waste studies this is a highly desirable qualification. Please indicate the percent of samplers that have previous experience sorting solid waste, and/or conducting observational samples in comparable waste studies.

CC. OPTIONAL SERVICES

N/A

**SECTION D**

**PACKAGING AND MARKING**

**(RESERVED)**

INCLUDE ANY SPECIAL PACKAGING AND OR MARKING REQUIREMENTS THAT MUST BE COMPLIED WITH FOR DELIVERY OF MATERIALS OR EQUIPMENT. IF NONE, LEAVE THIS PAGE AS “RESERVED.”

**SECTION E**

**INSPECTION AND ACCEPTANCE**

The City of San Diego’s Recycling Specialist, or designee, will be responsible for inspecting and accepting all work, documents and information received from the Contractor (same as Contract Administrator) for the scope of services specified herein.

Inspection and acceptance will occur at destination unless specified otherwise, and will be made by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City.

Risk of loss or damage or non-functional to deliverables prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged and/or non-functional deliverables and reserves the right to return or reject them, at the Contractor's expense, damaged and/or non-functional deliverables even though the damage and/or non-function was not apparent or discovered until after receipt.

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### PERIOD OF PERFORMANCE

Contractor shall perform services as described in Section C for the period of QUANTITY beginning TIME PERIOD from Notice to Proceed, and QUANTITY additional TIME PERIOD Options if exercised at the sole Discretion of the City, in accordance with Section I.05 of this RFP. The primary place of performance for the services shall be at the specified location(s). Service hours of operation are as specified. **VERIFY WHETHER A PLACE OF PERFORMANCE AND OR ANY HOURS OF OPERATION ARE SPECIFIED OR ARE NECESSARY.**

Delivery shall be made in accordance with the Contract Documents (see Section I.01, “Definitions”). The City, in its sole discretion, may extend the time for delivery as specified in Section I, General Contract Clauses. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, the City may terminate this Contract as provided in Section I.

If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor’s inability to obtain materials, equipment, or labor.

## SECTION G

### CONTRACT ADMINISTRATION DATA

The Contract Administrator for this service is the City of San Diego's Recycling Specialist or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

#### INVOICING AND PAYMENT

1. Invoices must be submitted quarterly in duplicate (one copy to be marked "original") to:

- The City of San Diego  
Renee Robertson  
Recycling Specialist  
City of San Diego  
9601 Ridgehaven Court, Suite 320  
San Diego, CA 92123

- and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s); (6) a copy of all records supporting a copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period to be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101; (7) total charges billed at this time and date; and (8) total payments received to date.
2. Upon review and approval from the Environmental Services Department, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
  3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

4. The Contractor shall provide to the Purchasing Agent a fully executed W-9 Form. It is the Contractor's responsibility to notify the Purchasing Agent of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City of San Diego. In order that this Form is the current Revision at time of submittal, the Contractor shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is: <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.
5. The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator or designee, at the address specified on the Purchase Order(s) (see Section I.01, "Definitions"). The invoice shall reference the Purchase Order number, include the date of services, description of the work performed by location and/or section or a listing of materials provided, and state the total invoice cost.
6. If applicable, any extra-ordinary labor charges for services shall be included on the invoice along with a description of the extra-ordinary work to include the location/and or section work was performed. Contractor must attach written authorization from the Contract Administrator approving extraordinary work. Failure to do so will result in payment being withheld for such services. The extraordinary labor cost shall be as stated on the current Price Schedule.
7. If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City as well as item description, quantity, and extension.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

(RESERVED)

N/A

## SECTION I

### GENERAL CONTRACT CLAUSES

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#### I.01 **Definitions**

**Addenda** – Additional terms or modifications to a Request For Proposal (RFP) after original RFP was issued.

**Alternative Proposal** – A response to a Solicitation, in addition to a Proposal that meets Specifications, which meets or exceeds the Specifications and offers additional advantages to the City.

**Announcement of the Selected Contractor** – A written announcement sent to all Contractors that submitted a proposal in response to this RFP (also known as the Intent to Award to an Apparent Successful Proposal or Contractor).

**Apparent Successful Proposal or Contractor** – The entity that submitted the Proposal best meeting the City’s requirements and will be awarded the Contract, provided that all conditions precedent to Award are fulfilled.

**Award** – City’s official acceptance of the Apparent Successful Proposer’s Proposal after all conditions precedent to Award and required approvals are fulfilled.

**BAFO** – Best and Final Offer.

**Contract** – The agreement between the City and the Contractor which consists of the Contract Documents.

**Contract Administrator** - Contractor’s point of contact for matters related to the provision of goods or services by Contractor pursuant to this Contract. The name(s) of the Contract Administrator(s) will be provided after Award. Same as Project Manager.

**Contract Documents** – The documents as defined in the “Contract Form.”

**Contractor** – A supplier of goods and services. A reference to a supplier of product or service. Also known as Vendor, Proposer, Bidder, or Consultant. These names may be interchangeably used throughout the RFP.

**Debarment** – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.

**Emergency** – Reasonably unforeseen circumstances as defined in the Municipal Code.

**Guarantee of Good Faith** – A guarantee in the form of a check, bond or deposit required from each Contractor to be used by the City in the event that an Apparent Successful Contractor fails to honor the terms of the Contract.

**Must** - Used throughout this RFP to indicate mandatory requirements. Same as “shall.”

**Notice to Proceed** – A written notification from the City to the successful bidder or Contractor stating that there is an award of contract in accordance with the a bid or proposal previously submitted, and that effective with receipt the contractor shall proceed with performance; allows work to start.

**Price Schedule** – Forms issued by the Purchasing Agent in Section B for Contractors to quote Contract Amount.

**Procurement Card** – City issued credit card.

**Proposal** – An offer to enter into a Contract with the City for goods or services for a specified amount as indicated in the Price Schedule contained in Section B, subject to the terms and conditions of the Contract Documents.

**Proposal Closing** – The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.

**Protest** – A complaint by an unsuccessful Contractor about a City action or decision related to the selection of the Apparent Successful Contractor prepared in compliance with the provisions of the San Diego Municipal Code.

**Purchase Order** – The Purchasing Agent’s form used to formalize a purchase transaction which is necessary prior to any services or goods being provided pursuant to the Contract.

**Purchasing Agent** – The person with authority under the San Diego Charter Section 35 and San Diego Municipal Code Section 22.3202, and as delegated by the Mayor to enter into, administer, and terminate City contracts, and make related determinations and findings.

**Solicitation or Request For Proposal** – Document inviting prospective Contractors to submit Proposals for goods or services.

**Specifications or Scope of Services** – A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements as outlined in Section C.

**Suspension** – A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

**I.02 Type of Contract**

This is a Firm Fixed Contract price contract.

**I.03 Term of Contract**

The term of this contract shall be the performance period as defined in the Contract Form and Section A, with dates to be memorialized in the Notice to Proceed.

**I.04 Notice to Proceed**

The Contractor shall not proceed with any performance of services or supply of goods required by this contract without a written Notice to Proceed from the City of San Diego. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

**I.05 Option to Extend Services/Term**

The City of San Diego may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as required by law (for example, pursuant to adjustments in prevailing wage, minimum wage or local living wage rates). The City will not grant an option, if the Contractor requests an increase which exceeds the average percentage variant for the previous twelve (12) months in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request. If any such adjustment results in a change in the contract price that change must be agreed to by the parties in writing pursuant to Section I.13, Changes. The option provision may be exercised more than once. The Purchasing Agent may exercise the option by written notice to the Contractor within thirty (30) days prior to the expiration of the prior term.

The City of San Diego may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided, the City of San Diego gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the City of San Diego to an extension.

If the City of San Diego exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance pursuant to San Diego City Charter Section 99.

**I.06 Conflict of Interest**

The Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq. , the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at Section 27.3501 to 27.3595. The City may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

The Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

If the Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for attorney fees and all damages sustained as a result of the violation.

**I.07 Holidays:** The City of San Diego observes the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

## I.08 **Availability of Funds**

Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.

In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

## I.09 **Insurance**

Contractor shall not begin any work under Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

**9.1 Types of Insurance.** At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

**Commercial General Liability (CGL).** Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**Commercial Automobile Liability.** For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1

million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

**Workers' Compensation.** For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

**STANDRAD POLICY FOR CONSULTING:**

**Professional Liability.** The winning Proposer shall obtain, at its sole cost and expense, Professional Liability coverage with limits of at least \$1,000,000.00 (one million) per occurrence and \$2,000,000.00 (two million) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims-made" form, the winning Proposer must ensure that the policy retro date is on or before the date of the award of this RFP and that coverage is maintained or the policy has a reporting period of at least three (3) years following completion or termination of the performance of professional services under this RFP.

**9.2 Deductibles.** All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided.

**9.3 Acceptability of Insurers.** Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**9.4 Required Endorsements.** The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

**Commercial General Liability Insurance Endorsements**

**ADDITIONAL INSURED.** To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies

must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor'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 and shall provide cross-liability coverage.

#### **Automobile Liability Insurance Endorsements**

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor'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 and shall provide cross-liability coverage.

#### **Worker's Compensation Insurance Endorsements**

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

**9.5 Reservation of Rights.** The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested

by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

**9.6 Additional Insurance.** The Contractor may obtain additional insurance not required by this Agreement.

**9.7 Excess Insurance.** All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**I.10 Criminal Background Screening**

The San Diego Police Department may conduct background investigations, of which the scope is determined by the San Diego Police Department, for any individual that may require access to Police facilities. Additionally, the San Diego Police Department may require background investigations, on all contractor employees, when information becomes available that indicates a potential breach in safety or security.

**I.11 Jurisdiction, Venue**

The venue for any suit or proceeding concerning Proposals or the Contract Documents, the interpretation or application of any of its Terms, or any related disputes shall be in the County of San Diego, State of California.

**I.12 Legal Requirements**

Federal, state, county and local laws, ordinance, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations [regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract] shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages arising out of the violation of any applicable law, including costs for substitute performance, and is subject to Suspension and Debarment.

**I.13 Changes**

- a. The Purchasing Agent may, at any time, by written order and without notice to the sureties, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing

accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Purchasing Agent grants a further period of time before the date of final payment under the contract.

- b. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.
- c. The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing.

**I.14 Drug-Free Workplace**

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

**I.15 Notices**

Notices under this Contract shall be in writing, shall reference the Contract Number, and shall be considered effective upon personal delivery to the individuals listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

- The City of San Diego:  
Purchasing Agent  
Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego CA 92101-4195

**I.16 Indemnification and Hold Harmless Agreement**

With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Contractor, or the Contractor's employees, agents, and officers, arising out of performance involving this Contract, the Contractor agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party. The Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from

the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

The Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Section I.16.

**I.17 The City of San Diego Restrictions**

In the event any City of San Diego restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the Contractor to immediately notify in writing specifying the regulation which requires alteration. The City of San Diego reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of San Diego.

**I.18 Assignment or Transfer**

The Contractor shall not assign or transfer any interest in the contract, in whole or part, without written approval of the Purchasing Agent. Claims for sums of money due, or to become due from the City of San Diego pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of San Diego is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Contractor obtaining the Purchasing Agent's prior written approval.

Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**I.19 Availability of Records**

The Contractor shall retain and maintain all records and documents relating to City Contracts for five (5) years after receipt of final payment by the City or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, including the Purchasing Agent or designee.

The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the Contract.

Contractor must include this provision in all subcontracts.

**I.20 Standards of Conduct**

The Contractor shall be responsible for maintaining satisfactory standards of employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The following actions may require discipline:

- a. Neglect of duty;
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;
- c. Theft, vandalism, immoral conduct or any other criminal action;
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the City of San Diego; and
- e. Criminal convictions.

Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.

**I.21 Removal of Employees**

The City of San Diego may request the Contractor immediately remove from assignment to the City of San Diego any employee found unfit to perform duties at the discretion of the City of San Diego and Contractor shall comply with all such requests.

**I.22 Supervision**

The Contractor shall provide adequate and competent supervision at all times during the performance of the contract. The Contractor or his designated representative shall be readily available to meet with the City of San Diego personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached.

**I.23 Performance Evaluation Meeting**

The Contractor shall be readily available to meet with representatives of the City of San Diego weekly during the first month of the contract and as often as necessary thereafter for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

**I.24 Federal, State and Local Reporting Compliance**

The Contractor shall provide such financial and program information as required by the City of San Diego to comply with all federal, state and local law reporting requirements.

**I.25 Nondiscrimination**

**25.1 Nondiscrimination in Employment.** The Contractor shall comply with the City's Equal Opportunity Contracting Program. For applicable rules see: San Diego Municipal Code Chapter 2, Article 2, Division 27 (Section 22.2701 et. seq.), and <http://www.sandiego.gov/eoc/index.shtml>. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all employment practices. The Contractor shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold the Contractor liable for any discriminatory practice of its Subcontractors.

**25.2 Nondiscrimination in Contracting.** The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, Contractors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, and other sanctions. This language shall be in contracts between the Contractor and any Subcontractors, Contractors and suppliers.

**25.3 Contract Disclosure Requirements.** Upon the City's request, the Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, Contractors, and suppliers that the Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517]. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions.

**I.26 Project Personnel**

Except as formally approved by the City of San Diego, the key personnel identified in the Contractor's Bid shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to the City of San Diego and approved.

**I.27 Photo Identification Badge**

The Contractor(s) shall provide any individual assigned to the City of San Diego, a company photo identification badge, which must be worn at all times while on the City of San Diego property. The City of San Diego reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Contractor.

**I.28 Lobbyist Activities**

Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to any Purchasing Agent, Council Member of the City of San Diego, Mayor, members of Senior Management; the name of, the group, association, organization or business interest she/he is representing.

1. For purposes of the City of San Diego Policy, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence the City of San Diego on matters within their official jurisdiction.
2. For purposes of this Policy, a lobbyist is not considered a public official acting in her/his official capacity.
3. Lobbyists shall annually disclose in each instance and for each client prior to any lobbying activities, their identity and activities.
4. The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of a City of San Diego employee.

**I.29 Gratuities**

1. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the Purchasing Agent or a designee determines that the Contractor, its agent, or another representative:
  - a. Offered or gave a gratuity (e.g. an entertainment or gift) to an officer, or employee of the City of San Diego; and
  - b. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction. If this contract is terminated under the first paragraph above, The City of San Diego is entitled to pursue breach of contract remedies and all other remedies available at law.

### **I.30 Termination**

#### **1. Termination for Default**

The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten (10) days after receipt of such notice. The following are considered defaults:

- a. Failure to make delivery of the goods or to perform the services within the time specified; or
- b. Failure to perform any of the obligations of this Contract, or to make progress in performance which may jeopardize full performance.

In the event the City terminates this Contract, in whole or in part, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, goods or services and the Contractor shall be liable to the City for any excess costs. The Contractor shall also continue performance to the extent not terminated.

#### **2. Termination for Convenience**

The Purchasing Agent, by written thirty (30) days notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

The Purchasing Agent may, by written notice to the Contractor, terminate this contract in whole or in part at any time as stated above. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2)

- a. Deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.
- b. If the termination is for the convenience of the City of San Diego and if this is a fixed price contract, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

- c. If, after notice of termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
- d. The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

### **I.31 Insolvency**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Purchasing Agent responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of the City of San Diego contract numbers and Contracting offices for all the City of San Diego contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

### **I.32 Dispute Resolution**

Except as otherwise provided in this Contract any dispute concerning a question of fact arising under this Contract, shall be decided by the Purchasing Agent. The decision of the Purchasing Agent is final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the Purchasing Agent a written appeal. The decision of the Purchasing Agent, or his duly authorized representative for the determination of such appeals, is final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent's decision.

### **I.33 Patents and Royalties**

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or

those furnishing material to the Contractor pursuant to this Contract. The Contractor, without exception, shall defend, indemnify and hold harmless The City of San Diego and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of San Diego. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

**I.34 Warranty of Services**

1. "Acceptance," as used in this clause, means the act of an authorized representative of the City of San Diego by which the City of San Diego assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the City of San Diego or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Purchasing Agent shall give written notice of any defect or nonconformance to the Contractor within twenty-four (24) hours. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the City of San Diego does not require correction or re-performance.
3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City of San Diego, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Agent may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City of San Diego thereby, or make an equitable adjustment in the contract price.

**I.35 Licenses and Permits**

The Contractor shall, without additional expense to the City of San Diego, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

**I.36 Taxes**

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each Contractor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

**I.37 Protection of the City of San Diego Property**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the City of San Diego. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City of San Diego as the Purchasing Agent directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**I.38 Publicity Releases**

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work, hereunder, which the Contractor or any of its subcontractors desires to make for purposes of publication in whole or in part, shall be subject to approval by the Purchasing Agent prior to release.

**I.39 Suspension of Work**

The Purchasing Agent may order the Contractor in writing to suspend all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City of San Diego. In the case of delay caused by the City, the Contractor may be entitled to an adjustment. However, no part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

#### I.40 **Standards of Performance**

The Contractor shall perform all services required by this contract in accordance with high professional standards prevailing in the Contractor's field of work.

Unless otherwise required in the Scope of Services/Work, all goods furnished shall be new and the best of their kind.

Any reference to a specific brand name is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the Specification. An equivalent ("or equal") may be offered by the Contractor in response to a brand name reference (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to Award of the Contract. If the Contractor offers an item of a manufacturer or Contractor other than that specified, Contractor must identify maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation.

The City has complete discretion in determining whether a Proposed Equivalent will satisfy its requirements. It is the Contractor's responsibility to provide, at its expense, any product information, test data or other information or documents the City requests in order to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing or evaluation at qualified test facilities or destructive testing.

If the item in the Specifications has a trade name, brand, catalog, manufacturer, and/or product number, Contractor shall state the applicable trade name, brand, catalog, manufacturer, and/or product number in the Proposal.

If Contractor has offered goods or services which are responsive, Contractor may thereafter include with the Proposal any additional proposals or alternative goods that are not "equals" but that Contractor believes may meet or exceed City's requirements and that offer City additional advantages or benefits. City reserves the right to evaluate and accept or reject such Alternative Proposals as though they were part of the original Specifications without advertising for further Proposals or to re-advertise based on such Alternative Proposals when in the best interests of the City. Proposers must submit alternate proposals as a separately bound proposal and must be prepared in accordance with the instructions specified in Section L of this RFP.

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of

service in the State of California. Where approval by the City, the City Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good business practices.

**I.41 Notice of Labor Disputes**

- a. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Purchasing Agent.
- b. The Contractor agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

**I.42 Pending Legal Dispute**

Unless the Contractor specifically indicates otherwise in the Proposal, submission of a proposal is deemed a warranty by Contractor that no judgments or awards have been entered against Contractor and that it is not currently involved in litigation or arbitration concerning Contractor's provision of services or goods similar to those which are the subject of this Contract. If Contractor discloses that such a warranty cannot be made, the City will require Contractor to furnish the City with a performance bond executed by a surety company authorized to do business in the State of California and approved by the City in a sum equal to one hundred percent (100%) of the Contract Amount.

It is the policy of the City of San Diego that one factor, among others, that are to be considered when awarding a contract or approving a purchase order is the existence of a pending legal dispute - whether in court or an alternative dispute forum - with any contractor or Contractor which has submitted a bid or proposal. Before including a consideration of the legal dispute as a factor, a Purchasing Agent shall seek the advice of the City Attorney regarding the legal dispute.

**I.43 Time of Essence**

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

**I.44 Americans with Disabilities Act Certification**

The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

**I.45 Debarment Proceedings**

Contractor misconduct may be punishable by suspension or debarment in accordance with San Diego Municipal Code Sections 22.0800, *et seq.*

**I.46 Public Agency**

Other public agencies as defined by Cal. Gov. Code § 6500 may choose to use this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City upon request.

**I.47 Product Endorsements**

Contractor is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

**I.48 Procurement Card Transactions**

The City may opt to purchase supplies and services via a city-issued Procurement Card. Within thirty (30) days of the City utilizing Procurement Cards as a payment vehicle, the contractor is required to have a credit card reader capable of transmitting Procurement Card transactions at Level 2, which identify the items purchased by the City. For purchase verification, the City shall receive an itemized receipt and the respective transaction slip.

**I.49 Severability**

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

**I.50 No Waiver**

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of

such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**I.51 Covenants and Conditions**

All provisions in the Contract expressed as either covenants or conditions on the part of the City or Contractor, shall be deemed to be both covenants and conditions.

**I.52 Headings**

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

**I.53 Independent Contractors**

The Contractor and any subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions in the Contract that may appear to give the City any right to direct the Contractor concerning the details of performance, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

**I.54 Successors in Interest**

This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**I.55 Software Licensing**

Contractor represents and warrants that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of.

**I.56 Intellectual Property**

**56.1 Work For Hire.** All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is “work for hire” under the United States Copyright law and shall become the sole property of the City. The Contractor, including its employees, and independent Subcontractor(s), shall not assert any

common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

**56.2. Rights in Data.** All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Contractor, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the City.

**56.3 Intellectual Property Rights Assignment.** Contractor, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

**56.4 Moral Rights.** Contractor, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Contractor, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Contractor, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the content and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**56.5 Subcontracting.** In the event that Contractor utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Contractor and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said

Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

**56.6 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the City.

**56.7 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**56.8 Enforcement Costs.** The Contractor agrees to pay any and all costs the City incurs enforcing the indemnity and defense provisions set forth in Section I.56.

#### **I.57 Confidentiality of Services**

All services performed by Contractor, and any subcontractors if applicable including but not limited to all drafts, data, information, correspondence, proposals, reports or any nature, estimates compiled or composed by the Contractor, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Contractor, at the time that it was disclosed to the Contractor by the City, (b) subsequently becomes publicly known through no act or omission of the Contractor, or (c) otherwise becomes known to the Contractor other than through disclosure by the City.

**I.58 Business Tax Certificate**

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at [www.sandiego.gov/treasurer/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500. The City requires that each Contractor provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

**I.59 Performance and Payment Bond**

If a Guarantee of Good Faith is required, any of the following may be submitted in the amount specified made payable to the City: a certified check; a bank or postal money order; or a bid bond executed by a corporation authorized to issue surety bonds in the State of California. Failure to submit an acceptable Guarantee of Good Faith with the Proposal will automatically render it void.

The Apparent Successful Contractor may be required to furnish the City with a surety bond conditioned upon the faithful performance of the Contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the Amount of the Contract, unless stated differently in the Specific Provisions. The City may file a claim against such bond or deposit in the event the Contractor fails or refuses to fulfill all terms and conditions of the Contract.

**I.60 Compliance with Controlling Law**

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**I.61 Equal Benefits**

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at [www.sandiego.gov/purchasing/](http://www.sandiego.gov/purchasing/) or can be requested from the Equal Benefits Program at (619) 533-3948.

#### **I.62 Contractor Standards**

This Contract is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Contractors are required to complete the Contractor Standards Pledge of Compliance included in this RFP (refer to Section J).

**SECTION J**

**LIST OF ATTACHMENTS, EXHIBITS, OR APPENDICES**

- Attachment 1 - Contractor/Vendor Registration Form
- Attachment 2 - Contractor Standards Pledge of Compliance Questionnaire
- Attachment 3 - Equal Benefits Ordinance Certification of Compliance
- Attachment 4 - Equal Opportunity Contracting Program (EOCP) Proposer Requirements

## **SECTION K**

### **REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS OR RESPONDENTS**

- K.1** By submission of this proposal, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local departments or agencies.
- K.2** Should the Contractor be unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- K.3** The following forms are required to be completed to validate the proposal and upon acceptance of the contract will confirm compliance with The City of San Diego eligibility requirements as stated in Section L.

#### **FORMS REQUIRED OF ALL CONTRACTORS:**

1. Contractor's Cover Sheet
2. Pre-Award Survey/List of References/List of Subcontractors
3. Certification Regarding Debarment, Suspension on, Proposed Debarment, and other Responsibility matters
4. Declaration Regarding Information Requested Under The California Public Records Act
5. Proof of Insurance
6. Criminal Background Certification
7. Affidavit for Contractor/Vendor
8. Conflict of Interest Disclosure Statement
9. Drug Free Workplace Certification
10. Equal Benefits Ordinance Certification of Compliance

## **1. CONTRACTOR'S COVER SHEET**

Legal Status of Contractor:

1. Name of Firm: \_\_\_\_\_
  
2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual \_\_\_\_; A Corporation \_\_\_\_; Partnership \_\_\_\_ or Joint Venture \_\_\_\_\_. (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)
  - a. If incorporated, existing under the laws of the State of: \_\_\_\_\_.
  - b. Date of incorporation: \_\_\_\_\_
  - c. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: \_\_\_\_\_. Data Universal Numbering System (DUN & BRADSTREET) Number: \_\_\_\_\_.
  - d. Office which will be responsible for providing the City of San Diego the specified services:  
  
Address: \_\_\_\_\_  
\_\_\_\_\_  
  
Contact Person/Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_
  
5. Name, title, and signature of individual duly authorized as representative to execute contracts:  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Signature: \_\_\_\_\_
  
6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there's a mistake in the offer.
  
- 7a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named Propose Firm.
  
- 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

- 7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under federal law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## 2. PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

**SOLICITATION NUMBER:** \_\_\_\_\_

**NAME OF CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

1. Name your principal financial institution for financial reference:

Name of Bank: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

I authorize the release of credit information for verification of financial responsibility.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Name (typed or written)

2. State your firm's average receipts over the past three (3) years: \$\_\_\_\_\_.

3. If your firm is a partnership, list names and addresses of partners; if a corporation, list names of directors, State of incorporation and addresses of corporation: if a joint venture, list names and addresses of ventures.

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

\_\_\_\_\_  
(Name) (Address)

4. How many years has your firm been in business as a contractor under your present name?  
\_\_\_\_ years.

5. How many people are currently employed by your firm? \_\_\_\_\_

6. Have your firm failed to complete a contract? Yes \_\_\_ No \_\_\_ (check one)

If yes, give details

\_\_\_\_\_  
\_\_\_\_\_

7. List the names of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this contract. Previous experience in furnishing the services as specified in this RFP will be an important consideration.

#### LIST OF REFERENCES

Reference #1

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of the Contract:

\_\_\_\_\_  
\_\_\_\_\_

Reference #2

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of the Contract:

\_\_\_\_\_  
\_\_\_\_\_

Reference #3

Name of Entity:

Contact Person:

Phone No:

Dollar Value of Contract: \$ \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Requirements of the Contract:

\_\_\_\_\_  
\_\_\_\_\_

8. The Contractor is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of the proposal. NOTE: Add additional pages if necessary.

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar amount of sub-contract:** \$ \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Contractor's License #:** \_\_\_\_\_

**Requirements of contract:** \_\_\_\_\_

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

\_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar amount of sub-contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Contractor's License #:** \_\_\_\_\_

**Requirements of contract:** \_\_\_\_\_

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

=====

**Company Name:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Dollar amount of sub-contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Contractor's License #:** \_\_\_\_\_

**Requirements of contract:** \_\_\_\_\_

**What portion of work will be assigned to this subcontractor:** \_\_\_\_\_

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
    - a. Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
    - b. Have  have not , within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - c. Are  are not  presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
  2. The Contractor has  has not , within a three (3) year period preceding this offer, had one or more contracts terminated for default by any federal agency.
  3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Purchasing Agent may render the Contractor non-responsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

#### 4. DECLARATION REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

## 5. PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

## 6. CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

**7. AFFIDAVIT FOR CONTRACTOR/VENDOR**

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: \_\_\_\_\_  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

## 8. CONFLICT OF INTEREST DISCLOSURE STATEMENT

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts Of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name: \_\_\_\_\_  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

## **9. DRUG-FREE WORKPLACE**

### **A. GENERAL**

All City projects are now subject to The City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### **B. DEFINITIONS**

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by The City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

### **C. CITY CONTRACTOR REQUIREMENTS**

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

**NOTE:** The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD  
DRUG-FREE WORKPLACE  
CONTRACTOR CERTIFICATION**

**BID NUMBER:**

**PROJECT TITLE:** \_\_\_\_\_

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

\_\_\_\_\_

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

All Proposers must follow the instructions below in preparing and submitting their Proposals.

#### L.1 Recommended Pre-Proposal Conference

There will be a recommended pre-proposal conference for this solicitation held at:

- City of San Diego  
Civic Center Plaza  
1200 Third Avenue, Suite 200  
Conference Room 1  
San Diego, CA 92101

Date and time is as specified on the Cover Page of this RFP. The purpose of the pre-proposal conference will be to provide an overview of the RFP requirements, ensure that all participants have a common basis of understanding of the requirements and provide information that may be helpful in preparing proposals. Interested Proposers are strongly urged to attend this pre-proposal conference. However, the pre-proposal conference is not mandatory.

Failure of Proposers to attend the pre-proposal conference does not relieve Proposers of the responsibility to comprehend all information contained within this document, information discussed at the pre-proposal conference, and issued addenda, and does not relieve Contractors to perform in accordance with the Contract Documents subsequent to award.

Proposers should estimate duration of the pre-proposal conference to be approximately one (1) hour. Proposers who are attending the pre-proposal conference should bring written copies of any questions they may have to the conference. The City may provide preliminary information at this pre-proposal conference in response to questions, however, answers will be provided in accordance with Section L.2 below.

#### L.2 Questions

Contractors are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Contractors and the City will be formally made at scheduled meetings in person, telephone or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Office listed on the cover page no later than 5:00 p.m. P.T. on the due date specified on the Cover Page of this solicitation. Such requests should contain the following: “QUESTIONS: 10015022-11-W-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail the Procurement Specialist listed on the cover page. It is

incumbent upon Contractors to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Contractors who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

L.3 Additional Instructions

1. **Contractor's Mailing Address**

It is the responsibility of every Contractor to register and maintain their current mailing address with the City of San Diego.

2. **Submission Instructions**

Please submit one (1) original and five (4) Copies four complete copies of your proposal documents in sealed envelopes or cartons. **In addition, please include an electronic copy of your proposal (CD – MAY ALSO BE REQUIRED IN MS WORD OR EXCEL) with the original package.** The original proposal must be clearly marked, signed (use blue ink) and submit in a separate sealed envelope, with all copies being addressed to:

Purchasing & Contracting Department  
The City of San Diego  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

**Proposals must be delivered by 4:00 p.m. PT on the Closing Date specified on the Cover Page. Late proposals delivered/received after 4:00 p.m. PT will not be accepted.**

**The outside of each envelope or package must be labeled:**

- a. Landfill Waste Characterization Study
- b. RFP No. 10015022-11-W
- c. Name of Contractor
- d. Package x of y

3. **Firm Offer Period**

By submission of a Proposal, Contractor guarantees that the offer is firm for ninety (90) calendar days, commencing the day following the date of Proposal Closing. If an Award is not made during that period, the Proposal shall automatically extend for another ninety (90) days, unless the Contractor indicates otherwise to the contact person listed on the cover page of the Proposal in writing thirty (30) days prior to expiration of the current ninety (90) days period.

**4. Detailed Proposal**

All items specified in Section C, “Scope of Services” beginning with Paragraph A, “Background” must be addressed in the proposal. Proposers must expressly indicate that the Proposal satisfies and is fully capable of providing each point listed in this section. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and then their response. Simple “Yes”, “No”, or “Comply” responses to stated specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and Proposers shall state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable terms of this RFP. Proposers should also include any other information they feel may be of benefit to the City. Exceptions are deemed rejected unless accepted in writing by the City of San Diego.

In order for a Proposal to be accepted, it must be submitted on the forms, if any, provided by the Purchasing Agent. A detailed proposal must be submitted along with those forms identified in Section K for the proposal to be complete. The documents should be prepared in single-spaced type on 8 ½ x 11” paper, using one side of the paper only. The original proposal must contain a signature of an authorized representative of the Contractor. An authorized representative of the Contractor must initial all corrections made on the proposal sheets. The company name must appear on each sheet where a correction is made. The Proposal must include all documents materials and information required herein. Pages should be numbered at the bottom to show page numbers and total number of pages should be no more than 50 pages, excluding any forms or attachments required per this RFP. This also does not include resumes or descriptive literature. (e.g. Page 1 of xx, etc.)

Contractor shall carefully examine all Contract Documents and regulations relating to the goods or services to be furnished and shall be bound by same unless exceptions are proposed in writing at the time of submission of the Proposal and said exceptions are accepted by the City in writing. Any exceptions to the City’s Contract Documents submitted by Contractor are deemed rejected unless and until accepted by the City in writing as discussed above. The City may reject Contractor’s Proposal as non-responsive or consider the Proposal without Contractor’s proposed exceptions if exceptions are submitted. If after Award of Contract, Contractor attempts to provide materials or services subject to new or additional terms or conditions, unless mutually agreed between City and Contractor, they too shall be considered void and City may terminate the Contract.

**5. Schedule**

The unit of measure specified in the Schedule is descriptive only and is not used as a basis to determine award of Contract.

- a. The line item(s) in the Price Schedule (Section B) must include any and all warehousing, freight, delivery, pickup, financing, carrying charges, and all other such charges to accommodate the supply/service and delivery requirements.
- b. Contractor shall insert a unit price, and extended amount for each line item specified on the schedule, if applicable. Additionally, Contractors shall calculate and insert the total offer price, where appropriate on the schedule.
- c. Contractors are cautioned that the item descriptions in the Schedule are not intended as complete descriptions of the required supplies or services to be purchased under this solicitation. Each Contractor must consult the Specifications of the solicitation document for complete descriptions of the required supplies or services.
- d. Contractor shall verify all prices and extensions before submitting a Proposal. Withdrawal or correction will not be permitted except as provided below.
- e. Prior to the exact hour and date set for Proposal Closing, Proposals may be modified or withdrawn by providing written notice by either the Contractor, or an authorized representative of the Contractor. Telephonic withdrawals or modifications are not permitted.

**6. Options**

The City of San Diego will evaluate offers for award purposes by adding the total price for all options, if applicable, to the total price for the basic requirement. The City of San Diego may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the City of San Diego to exercise the option(s).

**7. Awards**

One award of contract is anticipated under this solicitation. However, The City of San Diego may make a single or multiple awards. Based on the Proposal submitted and subsequent negotiations and submission of a Best and Final Offer, if applicable, the City will select an Apparent Successful Proposer. A written Notice of Apparent Successful Proposer or Notice of Intent to Award mailed or otherwise furnished to the Apparent Successful Proposer within the initial (90) days period or extension thereof, shall result in a tentative award subject to required post-award submittals and approvals by the appropriate City official(s) or body. Final approval and execution by the City will result in a binding Contract.

**8. Contact during and after Contractor's Submittal**

All Contractors who are considering submitting a proposal for a project are prohibited from having any communication concerning the RFP with any City employee, any City of San Diego Council Member, the Mayor, or any Evaluation Committee Member, after issuance of the RFP, and prior to the Contract being awarded, with the exception of communications with the contact person listed on the cover page of this RFP, or designee, in the Purchasing & Contracting Department. A proposal from any Contractor will be disqualified when the Contractor violates this condition of the RFP. The City will inform all Contractors of its Intent to Award a Contract (also known as an Announcement of the Selected Contractor) in writing.

**9. Acceptance and Rejection of Proposals**

- a. Acceptance: All proposals properly completed and submitted shall be considered by The City of San Diego.
- b. Rejection: A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to the following:
  - (1) The proposal is time-stamped at the Purchasing & Contracting Department after the deadline specified in the RFP.
  - (2) Failure to execute and return the required forms.
  - (3) Failure to respond to all subsections within the RFP. All proposals that are materially unbalanced, (i.e. that contain unreasonably high unit prices for some items and/or unreasonably low unit prices for other items.
  - (4) The Contractor warrants that: (1) this Proposal is genuine and not sham or collusive, or made in the interest of or on behalf of any person, firm or corporation not therein named; (2) the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham Proposal, or any other person, firm or corporation to refrain from submitting a proposal; and (3) the Contractor has not in any manner sought by collusion to secure any advantage over the other Contractors. Proof of collusion among Contractors, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
  - (5) The proposal shows non-compliance with applicable laws or contains any unauthorized additions, deviations or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

- (6) The Contractor adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to award or adds provisions contrary to those in the RFP.
- c. Pursuant to the Notice to Contractors advertised in the official City newspaper and/or the Solicitation issued by the City, the Contractor's offer to furnish the City of San Diego (City) with the goods or services described in the Proposal is binding at the price stated (Contract Amount), subject to further negotiations as outlined in these General Contract Clauses (Section I), and is subject to all of the terms and conditions of these General Contract Clauses (Section I), all Contract Documents, as well as the City of San Diego Charter and Municipal Code.
- d. The time of mailing of proposals or other documents, modifications, or withdrawals submitted by registered or certified mail shall be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail, unless the Contractor furnishes evidence from the post office station of mailing which establishes an earlier time.
- e. The terms and conditions stated in any Addenda to this RFP shall be considered in evaluating and submitting Proposals. It is the Contractor's responsibility to ensure that any Addenda to a Proposal are downloaded from the City's website or otherwise obtained. Failure to respond to any Addenda issued may render a Proposal invalid and result in its rejection.

**10. Protests**

If an unsuccessful Contractor wants to dispute the Award, the Protest must be submitted in writing to the Purchasing Agent no later than ten (10) calendar days after Announcement of the Apparent Successful Contractor/Notice of Intent to Award, detailing the grounds, factual basis and providing all supporting information. Failure to submit a timely written Protest to the Purchasing Agent will bar consideration of the Protest. Protests will be processed in accordance with San Diego Municipal Code Section 22.3029.

**11. Requirements Prior to Contract Execution**

Prior to contract execution, the selected Contractor will be required to provide the additional materials as referenced below within ten (10) calendar days from the date of the City's request, if not already on file. Failure to provide the required submittals within the time period specified may be cause for the provisional award to be voided and the Contractor to be rejected as non-responsive. Required submittals include:

- a. Insurance requirements, as specified in Section I.09.
- b. Taxpayer Identification number (W-9), as specified in Section I.36.

- c. San Diego Business Tax License, as specified in Section I.58, if not currently on file.

#### L.4 RFP Proposal Format and Organization

Contractors shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important for you to follow the format outlined below to assist us in the evaluation process. **All proposals should be securely bound (does not apply to the electronic document), and must include the following items. Responses must be in the same order as, and responsive to, the information requested.** Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the City of San Diego.

1. **Tab A - Representations and Certifications.** Contractor shall include all completed verification statements and required forms specified in Section K.
2. **Tab B - Executive Summary and Responses to Scope of Services.** Contractor shall provide the following information in the order outlined below:
  - a. A title page;
  - b. A table of contents;
  - c. Executive Summary – This summary, limited to one typewritten page, should provide a high level description of the Contractor’s ability to meet the requirements of the RFP and a statement describing why the Contractor believes itself to be best qualified to provide the identified services;
  - d. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized. Any exceptions determined to be material by the City of San Diego may cause the proposal to be not further considered; and
  - e. Responses to all items specified in Section C, “Scope of Services” beginning with Paragraph A, “Background.”

#### 3. **Tab C - Cost/Price Proposal (if applicable)**

Contractors shall submit its detailed cost proposal as specified in Section B, including any required attachments as specified in Section B.

#### 4. **Tab D – Equal Employment Opportunity (EEO) Policy and Forms and Subcontracting Plan:**

The City Council and Mayor of the City of San Diego are committed to the goals of equal employment opportunity.

**Small Emerging Local Business Program.** Prime vendors/contractors/consultants are encouraged to take positive steps to diversify and expand their Small Local Business Enterprises (SLBE)/ Emerging Local Business Enterprises (ELBE) solicitation base and to offer contracting opportunities to all eligible small emerging local businesses. To support its Equal Opportunity Contracting commitment, the City has established participation level(s) as defined in the following website, <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

- a. All professional services (non-Architectural/Engineering) contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. Details can be found in the website above.
- b. For all goods and services contracts valued over \$50,000, the City shall apply a 2% bid discount for either: 1) SLBE/ELBE prime contractors or 2) Prime contractors meeting the 20% voluntary SLBE/ELBE goal. The discount will not apply if the award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bidder. Details can be found in the website above.

All Contractors must submit with their proposal:

- 1) A copy of their company's equal employment policy, or non-discrimination policy prohibiting discrimination based on race, sex, religion, color, national origin, age or disability that is unrelated to the individual's ability to perform the duties of a particular job position.
- 2) Complete, sign, notarize and return the following forms:
  - Work Force Report.
  - Refer to Section J "Equal Opportunity Contracting Program (EOCP)" for additional required forms.
- 3) The Contractor shall submit a subcontracting plan with the proposal.

The subcontracting plan shall address the following:

- Identify subcontracting opportunities with San Diego-based businesses by: Name of firm, contact person, address, telephone, award amount and services to be rendered.

- Refer to Section J “Equal Opportunity Contracting Program (EOCP)” for requirements. The plan shall address each of these areas and specifically identify name of potential sub-contractor(s), or area to be sub-contracted, field of expertise, number of years in the field, proposed dollars amounts of subcontracting effort by category and references. This plan will be incorporated into the winning contractor’s contract, and monitored throughout the life of the contract for compliance.
5. **Tab E - Signed Contract:** This tab represents the Contract in its entirety, which shall include Sections A through J and the proposal by the Contractor. This tab must include each and every page, form, option, or submittal, as specified in Sections A – J. Therefore, the Contractor shall prepare this tab as follows:
- a. Complete Section A, Contract (blocks 4, 6 and 8) of the RFP;
  - b. Complete Section B of the RFP in its entirety to include any options;
  - c. Include Section C of the RFP, and Contractor’s proposal in response to Section C;
  - d. Include Sections D through I of the RFP;
  - e. Include Section J of the RFP and all completed forms as required in this section; and

**All Proposals must be signed with the firm name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent, with his or her title. The representative signing on behalf of a corporation, partnership, sole proprietorship, joint venture or entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, sole proprietorship, joint venture, or entity and agrees to hold the City harmless, if it is later determined that such authority does not exist. An original signature, in ink, is required. Copies and facsimiles are not acceptable. A Best and Final Offer (BAFO) or written clarifications to the Contractor’s proposal, if requested by the City, will become part of the contract only upon written acceptance by the City in the form of a fully executed Signature Page. If the City requests a BAFO or written clarifications of the Contractor’s proposal, the Contractor shall complete a revised Section A, Contract (blocks 4, 6 and 8), sign and return the revised Contract Document(s). Any changes that result from the BAFO or written clarifications of the Contractor’s proposal shall be clearly identified and justified by the Contractor in a cover letter attached to the revised Contract Document(s).**

## SECTION M

### EVALUATION PROCESS

#### **M.1 Evaluation for Options**

The City of San Diego shall evaluate offers for award purposes by evaluating the qualifications of firms submitting a response to this RFP.

#### **M.2 Process for Award**

The City of San Diego will award a contract to the responsible Contractor on the basis of the low acceptable Proposal that best meets the City's requirements. The combined relative merit of the evaluation criteria listed below will be used in the selection of the Contractor. The City of San Diego may seek clarification of information submitted in response to this RFP. The City of San Diego may also make award without further discussion.

Optional Oral Presentation: The City may require additional written or oral information from Contractors to clarify responses. Only Proposers meeting qualifications as determined by the City may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals and as part of the selection process. Prior to any oral interview, the City will have completed all reference checks. Additionally, the Proposer's key personnel may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. Interviews may be by telephone and or in person. Multiple interviews may be required. The purpose of the interview of the key personnel is to determine if the City is able to establish rapport and a productive professional working relationship with these individual(s) and to assess their expertise. If the City determines that such oral presentation and interview of the key personnel is needed, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the key personnel within seven (7) workdays after request by the City. Proposers should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation and interview of the key personnel, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the key personnel are the responsibility of the Proposer.

Optional Discussions/Negotiations: The City has the right to accept the Proposal on the basis of the low acceptable Proposal that best meets the City's requirements, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their Proposals. Contractors, who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may be asked to discuss and/or negotiate their Proposals with the City to facilitate arrival at a Proposal that is most advantageous to the City. Discussions/negotiations may include verbal and/or written clarifications in price, specifications, terms and conditions, quality, performance of the contract, and any other aspect of this procurement. If the Procurement Specialist determines that discussions/negotiations are in the best interest of the City, the Procurement Specialist will advise select firms in the competitive range to have discussions/negotiations, and then contact those select firms in writing to submit a Best and Final Offer (BAFO) allowing Proposer(s) to change their price proposal after the RFP due date based upon discussions/negotiations for consideration by the City after discussions/negotiations are held. However, discussions/negotiations may not be conducted if the Procurement Specialist determines either that discussions/negotiations are not in the best interests of the City or that discussions/negotiations need not be conducted: (a) with respect to Price Proposals that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior Price Proposal experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable Price Proposal.

Unless the Contractor clearly specifies otherwise, the City may elect to award more than one Contract, by awarding separate items or groups of items to various Contractors. Awards will be made for the items, or combinations of items, which result in the best value and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

The City of San Diego also reserves the right to make award without further discussion. In addition, the City of San Diego reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process. The City may elect to waive informalities, technical defects and minor irregularities in Proposals and may reject all Proposals when to do so is in the best interest of the City. The City reserves the right to limit the competitive range to Proposers that are highly rated.

### **M.3 Evaluation Panel**

1. Based on the evaluation criteria outlined in M.4, all technical proposals shall be evaluated and scored by the Source Selection Evaluation Committee designated by the City of San Diego. Written or oral discussions may be requested from the Contractors to resolve uncertainties relating to their Proposals and to arrive at a complete agreement on all requirements. The Source Selection Evaluation Committee, upon completion of evaluating the technical proposals, will recommend

to the Purchasing Agent that Award be made to the selected highest technically qualified ranked firm(s).

2. The City of San Diego reserves the right to investigate the qualifications of all Contractors under consideration and to confirm any part of the information furnished by a Contractor, or to require other evidence of managerial, financial or technical capabilities which are considered necessary for the successful performance of the work.

**M.4 Evaluation Criteria** The following elements represent the evaluation criteria that will be considered during the evaluation process:

<p>A. Responsiveness to the Request for Proposal. (5 Points)</p> <ol style="list-style-type: none"> <li>1. Requested information included and thoroughness of response.</li> <li>2. Executive Summary, understanding of the project.</li> <li>3. Clarity and brevity of the response.</li> </ol>
<p>B. Responses to Scope of Services. (30 Points)</p> <ol style="list-style-type: none"> <li>1. Thoroughness of Implementation Plan addressing each task specified in the scope of work</li> </ol>
<p>C. Qualifications and Experience. (40 Points)</p>
<p>E. Past Performance as Indicated by References. (10 Points)</p>
<p>F. Equal Opportunity Contracting Program (EOCP) (25 Points).</p> <ol style="list-style-type: none"> <li>1. Commitment to Equal Opportunity demonstrated by programs and hiring practices in employment and subcontracting.</li> </ol>
<p>G. Cost. (15 Points)</p>
<p><b>TOTAL (125)</b></p>
<p><b>Optional Oral presentation (40 Point)</b></p>

All responsive proposals will be evaluated in accordance with the evaluation factors specified above. The evaluation criteria are weighted as indicated above.

**M.5 Additional Eligibility Requirements**

**M.5.1** The Contractor must have no conflict of interest with regard to any other work performed by the firm for The City of San Diego.

**M.5.2** The Contractor must adhere to the instructions in this RFP on preparing and submitting the response

Attachment 1



**City of San Diego  
Purchasing & Contracting Department  
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:   
[ID Number will be provided by City]

**Firm Info:**

Firm Name:   
(as reported on W9)  
Firm Address:   
City:  State:  Zip:   
Phone:  Fax:   
Taxpayer ID:  Business License:   
Website:

**Contact Info:**

Contact Name:   
Title:   
Email:   
Phone:  Cell:

**Alternate Address (if different from above) to Receive Remittance:**

Mailing Address:   
City:  State:  Zip:

**Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address:   
City:  State:  Zip:

**Contractor Licenses (if applicable)**

License Number:  License Type:   
License Number:  License Type:   
License Number:  License Type:

**Contractor/Vendor Registration Form – Page 2**

**Firm Name:**   
(as reported on W9)

**Product/Services Information:**

NIGP Codes:

\*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

**The City requires this information for statistical purposes only.**

<b>Primary Owner of the Firm*</b> (51% ownership or more)  *Required	<input type="checkbox"/> Male	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female    or	<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Non-Profit <input type="checkbox"/> Governmental/Municipality/Regulatory Agency <input type="checkbox"/> Utility

**Ethnicity:**

Ethnicity:

\* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

**Ownership Classification**

Classification:

\* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
EBE	(Emerging Business Enterprise)
ELBE	(Emerging Local Business Enterprise)

**Certified by an Agency?**     No     Yes (enter Certification Number and Certifying Agency below)

Certification #:     Expiration Date:

Agency:

Certification #:     Expiration Date:

Agency:

**Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.**

Please mail this form to: Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to: 619/236-5904

Attachment 2

City of San Diego Purchasing & Contracting Department  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

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**B. BIDDER/CONTRACTOR INFORMATION:**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 ? Yes                      ? No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?  
 ? Yes                      ? No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation?  Yes  No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 Yes       No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.



City of San Diego Purchasing & Contracting Department  
CONTRACTOR STANDARDS  
*Pledge of Compliance Attachment "A"*

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachment 3

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**

**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101

**COMPANY INFORMATION**

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

**CONTRACT INFORMATION**

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm compliance with the EBO because my firm (*contractor must select one reason*):
  - Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
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**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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Attachment 4

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

**CONSULTANT REQUIREMENTS**

**TABLE OF CONTENTS**

- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Consultants doing business with the City. The City encourages its Consultants to share this commitment. Consultants are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
  
- II. **Nondiscrimination in Contracting Ordinance.** All Consultants doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
  - A. **Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Consultant shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Consultant in a legal or administrative proceeding alleging that Consultant discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
  
  - B. **Contract Language.** The following language shall be included in contracts for City projects between the Consultant and any Subcontractors, vendors, and suppliers:

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Consultant shall provide equal opportunity for Subcontractors to participate in opportunities. Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.
  
  - C. **Contract Disclosure Requirements.** Upon the City's request, Consultant agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Consultant further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Consultant understands and agrees that violation of this clause shall be considered a material

breach of the contract and may result in remedies being ordered against the Consultant up to and including contract termination, debarment and other sanctions.

**III. Equal Employment Opportunity Outreach Program.** Consultants shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Consultants shall submit with their proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Consultants shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Consultant liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Consultant will also be required to submit an *Equal Employment Opportunity (EEO) Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval
- C. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, the Program Manager of EOCP will provide a list of plan requirements to Consultant.

**IV. Small and Local Business Program Requirements.** The City has adopted a Small and Local Business Enterprise (SLBE) program for consultant contracts. SLBE program requirements for consultant contracts are set forth Council Policy 100-10.

- A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:
  - 1. For proposals ranking as qualified or acceptable, or any higher ranking, the City shall apply a maximum of 12 additional points for SLBE or ELBE participation. Points will be awarded as follows:
    - a. 20% participation – 5 points
    - b. 25% participation – 10 points
    - c. SLBE or ELBE as prime contractor – 12 points
  - 2. All professional services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.
- B. Subcontractor Participation List. The *Subcontractor Participation List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed

Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/Subconsultant.

- C. Commitment Letters. Consultant shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Consultant's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Subconsultants/Vendors shall be submitted quarterly for any work covered under an executed contract.

**V. Demonstrated Commitment to Equal Opportunity.** The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Consultants are required to submit the following information with their proposals:

- 1. Outreach Efforts. Description of Consultant's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
  - 2. Past Participation Levels. Listing of Consultant's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
  - 3. Equal Opportunity Employment. Listing of Consultant's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Consultant's *Workforce Report* as compared to the County's Labor Force Availability.
  - 4. Community Activities. Listing of Consultant's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.
- B. In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the RFP evaluation process. A maximum of [13?] additional points will be awarded will be awarded based on consideration of these four factors. Points awarded based on Consultants demonstrated commitment to equal opportunity will be in addition to any points awarded for SLBE or ELBE participation as described in Section IV.

## VI. Definitions.

Certified **“Minority Business Enterprise” (MBE)** means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified **“Women Business Enterprise” (WBE)** means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified **“Disadvantaged Business Enterprise” (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified **“Disabled Veteran Business Enterprise” (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

**“Other Business Enterprise” (OBE)** means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

**Emerging Local Business Enterprise (ELBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**Local Business Enterprise (LBE)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been

in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

**Small Local Business Enterprise (SLBE)** – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

**VIII. Certification.**

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SMBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

**IX. List of Attachments.**

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report

City of San Diego

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209



**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**Section 1.01 CONTRACTOR IDENTIFICATION**

Type of Contractor:     Construction     Vendor/Supplier     Financial Institution     Lessee/Lessor  
                                  Consultant     Grant Recipient     Insurance Company     Other

Name of Company: \_\_\_\_\_

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_, \_\_\_\_\_ hereby certify that information provided  
(County) (State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20.\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

**I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:**

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

**Exhibit B: Work Force Report Job categories-Trade****Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

**Carpenters****Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers****Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

**Electricians****Elevator Installers and Repairers****First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

**Glaziers****Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**

Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column														
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Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

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Disabled														
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# CITY OF SAN DIEGO WORK FORCE REPORT

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Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

**Exhibit B: Work Force Report Job categories-Trade****Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

**Carpenters****Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers****Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

**Electricians****Elevator Installers and Repairers****First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

**Glaziers****Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**

Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**





# CITY OF SAN DIEGO

## PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

### ADDENDUM A

Proposal No. 10015022-11-W

Proposal Closing Date: June 30, 2011  
@ 4:00 p.m.

Proposals for furnishing the City of San Diego with **Waste Characterization Study**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Delete the original page 9 and replace with the attached Addendum A page 9. (NOTE: Section B, Price Schedule, Cost Proposal Table has been changed.)
2. Delete the original page 15 and replace with the attached Addendum A page 15. (NOTE: Section C, paragraph I, has been changed.)
3. Delete the original page 16 and replace with the attached Addendum A page 16. (NOTE: Section C, paragraph N, Tables 1 and 2 have been changed.)
4. Delete the original page 19 and replace with the attached Addendum A page 19. (NOTE: Section C, paragraph N, Table 3 has been changed.)
5. Delete the original page 25 and replace with the attached Addendum A page 25. (NOTE: Section G, item 1 has been changed.)
6. Add six (6) pages of "Questions and Answers" have been added. (Please note these questions and answers are being provided for informational purposes only.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Bill Broderick  
Procurement Specialist, CPPB  
(619) 236-6653

June 21, 2011

BB/muw

**SECTION B**

**PRICE SCHEDULE**

Price schedule instructions for Scope of Services as specified in Section C.

For evaluation purposes pricing should be constructed citing estimated quantities or core requirements and deliverables, which utilize firm fixed pricing or fully burdened labor rates over the contract period.

Part 2 of the Pricing Page will be used for evaluating total cost per sample should the City wish to add additional sampling beyond the estimates specified in the Scope of Work of this RFP.

**Cost Proposal Table**

<b>Cost Proposal RFP EP</b>	
<b>Description of Cost for 3-Season waste study as specified in Scope of Work:</b>	<b>Total Cost for Task</b>
<b>Task 1</b>	
<b>Task 3</b>	
<b>Task 4</b>	
<b>OPTIONAL 3-Season automated greenery contamination study as specified in Scope of Work Task 5.</b>	

<b>Cost Proposal Part 2 RFP EP</b>	
<b>Description of Cost for Task 2 ONLY:</b>	<b>Cost per Sample</b>
<b>Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work Task 2.</b>	
<b>Per Sample cost for observational sample of self-haul vehicle as specified in Scope of Work Task 2.</b>	

1. Digitally photograph each sample before sorting with a “story board” in each photo identifying the date, time, sector sampled, number (#) of the sample, etc.
2. Complete sampling and/or sorting of all designated loads before 4:30 p.m. each day so that landfill operations can bury all samples by the end of each day.
3. Include Saturday sampling in self-haul vehicle study.
4. Each day of sampling, provide City representative with a breakout of the number of samples taken within each of the sectors outlined for the previous day. Please use format in Table 2 (or similar).

I. CITY RESPONSIBILITIES

Provide, or cause to be provided, municipal solid waste as required for executing sampling plan.

Provide sufficient area at the landfill as necessary for the Proposer to safely conduct the field studies, without charging disposal fees to the Proposer. Area will be sufficiently close to working face so that wastes may be moved from work area without cost to proposer.

Provide handling and proper disposal of any hazardous wastes discovered in samples.

Provide a representative to be trained by Proposer in field sampling methodology.

Provide training for filling out sector breakout outlined in Table 2.

**Provide scale house staff to help identify vehicles selected.**

**Table 1: Commercial, Residential, and Military Waste**

<b>Sorted Samples</b>	
<b>Strata</b>	<b>Total</b>
Single family with recycling	30
Single-family with recycling & yard	30
Multi-family	30
<b>Total Residential</b>	<b>90</b>
Commercial front loader	20
Commercial open drag-on	20
Commercial compactor drag-on	20
<b>Total Commercial</b>	<b>60</b>
Military refuse (32 <sup>nd</sup> Street Base Only)	10
<b>Total Military*</b>	<b>10</b>
<b>Overall (Total est. Samples per Season)</b>	<b>164</b>
<b>*Ratio of military self-haul vs. military contract hauler to be kept proportional</b>	

**Table 2: Self-Haul Vehicle Study****Observational Samples for Vehicle Type Study**

Source	City Dept.	Commercial	Military	Residential	# of Samples
Flat Rate Vehicle					67
Small/ Medium Trailers					40
Medium Heavy Truck					30
Heavy/ Three axle Truck					10
Modified Pickup					30
Large/Double Axle Trailers					30
Other Roll-offs					60

**Total Estimated Observational Samples Per Season for Self-haul Study****267**

- g. Provide draft and final report of study in conjunction with Task 4.

2. City Responsibilities

- a. Provide, or cause to be provided, source separated residential automated green waste loads at no charge to the Proposer.
- b. Provide a space, at the Miramar Greenery, to conduct sorting & weighing.
- c. Provide one (1) heavy duty loader and one (1) Equipment operator to assist in the spreading of loads.
- d. Provide three (3) Alpha Project crew members to conduct sorting and assist with weighing.
- e. Provide total load weight from City’s Automated Weighing System.
- f. Provide copies of prior automated greenery contamination studies.
- g. Review, within fourteen (14) business days, draft Greenery Contamination Study within Waste Characterization Report and provide written feedback and/or amendments to Proposer for finalized report.

The SOW is a summary of what the Proposer is to accomplish, which may be stated in terms of core requirements and deliverables. The SOW is what the Proposer is to accomplish stated in a clear and complete description of work to be performed: clear cut division of responsibility between the City and the Contractor; does not exceed the City’s actual need; not restrictive and need is stated in terms of what the market can satisfy. Details of the SOW are delineated in Section II, Specifications.

N. SCOPE OF WORK

Proposers shall complete all tasks as specified in the Scope of Work.

1. Core Requirements, Deliverables and Timeline

**Table 3: Anticipated Timeline**

<b>Activity</b>	<b>Tentative Date</b>
Request for Proposal Issued	May 25, 2011
Pre-Proposal Meeting	June 8, 2011
Written questions due to City	June 10, 2011
Proposal due to City	Tentatively June 30, 2011
Notice of Selection	45 days after Closing
Kick-off Meeting	TBD- Estimate October , 2011
Fall Season Study	October/ November, 2011
Winter Season Study	February/March 2012

## SECTION G

### CONTRACT ADMINISTRATION DATA

The Contract Administrator for this service is the City of San Diego's Recycling Specialist or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

#### INVOICING AND PAYMENT

1. Invoices must be **submitted in duplicate** (one copy to be marked "original") to:

- The City of San Diego  
Renee Robertson  
Recycling Specialist  
City of San Diego  
9601 Ridgehaven Court, Suite 320  
San Diego, CA 92123

and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s); (6) a copy of all records supporting a copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period to be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101; (7) total charges billed at this time and date; and (8) total payments received to date.

2. Upon review and approval from the Environmental Services Department, invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
3. Subject to the withholding provisions of the contract, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

## Proposal No. 10015022-11-W

### Questions and Answers

Please note these questions and answers are being provided for informational purposes only.

1. **Question:** Will Miramar Scale-house staff be available to assist with vehicle selection?

**Answer:** Yes, Scale house staff will help identify vehicles selected; however, Proposer is responsible for designing selection process.

2. **Question:** Will the City provide tonnage data by strata for commercial, residential, and military waste and by vehicle type and generator for self-haul waste?

**Answer:** The City can provide self haul data that differentiates between residential, commercial, and military, and also vehicle type for all three. (See Table).

3. **Question:** Are commercial refuse loads containing C&D to be included in the commercial sampling?

**Answer:** Yes.

4. **Question:** We assume that the per sample costs are to be based on field costs for sorting only. Please confirm this.

**Answer:** The City confirms this.

5. **Question:** Please confirm that separate costs for the Task 1 Design, Task 3 Analysis, and task 4 Reporting will be required as part of our submittal.

**Answer:** The City confirms this. Please see new pricing sheet.

6. **Question:** Please provide the list of pre-proposal attendees with contact information.

**Answer:** List will be attached to the end of the question and answer section of the addendum

7. **Question:** Will the contractor be required to visually characterize 207 self-haul samples per season (621 total) or 207 total over three sampling seasons?

**Answer:** The City estimates approximately 267 self-haul samples per season. Please see the update to Table 2 in the addendum. Samples in Table 2 will be allocated by column prior to beginning work.

8. **Question:** In light of comments discussed at the Pre-Proposal conference regarding the confidence interval at 90% confidence level, would the City consider determination of the confidence interval level as part of the scope in Task 1 where recommendation are requested from the Proposer?

**Answer:** Yes.

9. **Question:** p. 9 - Section B Price Schedule: Please clarify if you are looking for a total cost per sample or a field operations cost per sample. (We are of the opinion that a field operations cost per sample would be more appropriate for the purposes of allowing rapid negotiation of an alternative number of samples.) Also, it may be more informative to the City to require the total cost to be broken down into line items that correspond to each of the tasks that are included in the Scope.

**Answer:** Please see answer above and new pricing sheet in addendum.

10. **Question:** p. 16 – It was stated in the prebid meeting that the City can supply data about its waste stream that is broken into the same 8 strata as shown in Table 1. Please confirm and if possible provide historical waste quantity data (annual totals are preferred).

**Answer:** This will be supplied at a later date and is not available for the proposals.

11. **Question:** p. 16 – Is C&D debris included or excluded from the three strata of “Commercial” waste in Table 1? (Can C&D loads be readily distinguished in the City’s scalehouse software system?)

**Answer:** C&D debris is not excluded. Yes, C&D loads can be readily distinguished at the scale house and with the automated tracking system.

12. **Question:** p. 16 – Table 2 – Confirm that the 207 self-haul samples are to be completed each season or in total.

**Answer:** See above answer to page Question #7. (Yes, 267 samples per answer in question above).

13. **Question:** p. 18 – Task M. We understood that the City will provide the labor and mobile equipment (i.e. loader) to perform this task, and that the proposer need only provide one experienced, professional field supervisor to assist with the field operations, supply the scale and weigh sorted samples, and rigorously manage the resulting composition data (please confirm) for the duration of the sorting. Please specify how many 7-ton truckloads of residential automated green waste the City’s Alpha Project crew can sort (into categories acceptable to the City) per day. Also, does the proposer need to provide personal protective equipment (gloves, tyvek, etc.) for the Alpha Project crew or will the City provide PPE for its crew?

**Answer:**

**Part 1.** The City confirms that the City will provide labor and mobile equipment to perform this task and that the proposer is responsible for providing one experienced field supervisor, weigh sorted samples and manage resulting composition.

**Part 2.** It is estimated that the Alpha Crew can sort six (6) seven (7) ton loads per day

**Part 3.** The City will provide protective gear for the Alpha Crew

14. **Question:** p. 22 – BB Qualifications. Back story: Our firm is relatively young, having been formally organized only in 2005. Since that time we have been significantly involved in two California waste characterization studies. However, our principals have been consulting on waste characterization studies for prior employers dating back to the mid 1990s, and have been materially involved (i.e., project manager, statistician, field operations manager) in two additional California waste characterization studies while working under prior employment. In our opinion, our firm meets all of the stated qualifications except we have only participated in four California projects instead of five (inclusive of work by the firm’s principals while with a prior employer). Please confirm that proposers will not be considered unresponsive (and/or disqualified) if they meet all “firm-specific” and “personnel-specific” experience qualifications, but they fall short of the five suggested California studies.

**Answer:** The experience and qualifications written into the RFP are what the city considers reasonable expectations to be brought by any firm submitting a proposal. There are many factors and multiple evaluators. This area would not be grounds for not being considered, given the entirety of the overall value present in the proposal.

15. **Question:** p.25 – Confirm that the City will accept invoices based on milestones completed (rather than detailed time and material invoices) in accordance with the Price Schedule. Given the extensive amount of expenses incurred on waste characterization projects, we greatly prefer billing milestones over T&M.

**Answer:** You need to complete the price pages (see new price pages in addendum) herein to be responsive to the proposal. Firms can propose alternate ways of payment. Price pages are a means for the evaluation team and management to understand what cost are being proposed and evaluated equally and efficiently.

16. **Question:** p. 38 – Performance Evaluation Meeting: This clause mentions “weekly meeting availability.” Confirm that such meetings may be conducted via teleconference.

**Answer:** At the City’s discretion, teleconferencing is acceptable when appropriate in order to minimize costs. The City does not foresee any need for weekly meetings. However, the initial kick-off meeting will be a face-to-face meeting, and the City would like meetings at the end of each season to discuss how sampling went before field staff leaves the San Diego area.

17. **Question:** p. 40 – Photo Identification Badge: Would the City consider waiving the requirement for a photo ID badge in exchange for the Contractor agreeing to set up a work area with clearly demarcated boundaries and to require work crews to remain within the established work area?

**Answer:** This would be an issue to be included in and exception to Terms and Conditions which could be negotiated. Given the scope of this project it would be up to the evaluation team and Environmental Services Management as to how flexible this term could be applied

18. **Question:** p. 47 – Procurement Card Transaction. Confirm that this clause does not apply and that the City will not require Contractor to have a credit card reader.

**Answer:** Correct, The city doesn't see any reason why a procurement card would be of value in this contract.

19. **Question:** p. 51 – Please confirm that no performance bond is required for this project.

**Answer:** There is no Performance Bond required for this project.

20. **Question:** p. 65 – Criminal Background Check. We have not run criminal background checks on our employees at the current time, and (thankfully) do not believe we have any employees that are in violation of this section. Since this is new ground for us, please help with the following clarifications. It appears this form requires criminal background checks for all employees (to verify no felony convictions), even those not slated to work on the project. Please confirm if this is true or if checks are only required on staff slated to perform work on the project. Also, does the requirement for checks include staff that will never set foot in the City (i.e., office staff) but who are working on the project, or does it apply to both remote and on-site staff? Are the checks required (a) prior to submittal of the proposal or (b) prior to signing a contract? What constitutes an acceptable criminal background check in the eyes of the City (i.e., who is to perform)?

**Answer:** If you believe it is in both parties' interest to create an exception to this clause please do so and propose your alternative.

21. **Question:** p. 65 – Criminal Background Check. It is likely, although not certain, that we will include as a subcontractor on our project team, a local light industrial temporary staffing company to supply sorting laborers. By the nature of temporary staffing, prospective employees that might work on this project might not yet have been employed by the temporary staffing company. How does the City suggest we go about completing this form in light of the fact that we almost certainly won't know which employees will be staffing the sorting function, and cannot therefore claim to have conducted any criminal background check on these employees? Also, if a convicted criminal has served his/her time and paid his/her debt to society, why would the City object to such an individual participating as a sorter of wastes? (Some of our best sorters on past studies have been reformed convicted felons!)

**Answer:** If you believe it is in both parties' interest to create an exception to this clause please do so and propose your alternative.

22. **Question:** p. 72 Submission instructions: clarify one (1) original and four (4) copies for a total of five (5) (this section is confusing about 4 or 5 copies) Also, on p. 73, there is the statement that the original document must be prepared "using one side of the paper only." Is this correct? If so, is this so the City has a camera-ready hard copy? It seems redundant to ask for this in addition to the electronic copy of the proposal that is being submitted.

**Answer:** The City will requires four (4) wet signature copies from the awarded firm only and will be obtained at the conclusion of final negotiated contract. All Copies must be double sided.

23. **Question:** p. 72 Submission instructions: clarify one (1) original and four (4) copies for a total of five (5) (this section is confusing about 4 or 5 copies) Also, on p. 73, there is the statement that the original document must be prepared "using one side of the paper only." Is this correct? If so, is this so the City has a camera-ready hard copy? It seems redundant to ask for this in addition to the electronic copy of the proposal that is being submitted.

**Answer:** The City will requires four (4) wet signature copies from the awarded firm only and will be obtained at the conclusion of final negotiated contract. All Copies must be double sided.

24. **Question:** p. 73 There is a 50-page limit indicated on this page. Given that the proposal is to be tabbed (Tabs A, B, C, D and E) to what does the 50-page limit apply? I understand the interest of concise proposals, but given the complexity of this RFP the 50 page limit makes me nervous (I'd hate to be DQed for 51 pages because we miscount across five tabbed sections).

**Answer:** The 50 page count is for your response to technical requirements it doesn't include any of the forms or tabs. This clause is to prevent firms from including unnecessary documentation.

25. **Question:** p. 80 Oral Presentation: this paragraph contains a requirement for oral presentations to the City to be given within 7 workdays. Can this be relaxed to allow for both availability of key staff on short notice, and also to secure more reasonable transportation costs (given that costs incurred are the responsibility of the proposer)?

**Answer:** The city endeavors to give as much notice as possible and works to accommodate firms as much as possible. The term is worded to make firms aware that we can, if determined to be in the best interest of the city, impose such time lines. We do allow, when possible, to teleconference people into orals presentations should the firms ask. Unfortunately, you haven't offered a timeline for a "relaxed" presentation, so it is hard to state a definitive answer to your question.

26. **Question:** Are forms available in Word or in “fillable” format in Adobe?

**Answer:** No, Unfortunately the City has not converted these forms to a fill able style.

27. **Question:** Can the City disclose its budget for this project? If not, what was the budget for the City’s prior waste characterization study (if this is even available)?

**Answer:** The City doesn’t disclose proposal estimate as cost, RFP area best value procurement process and to release any estimate bring focus to the wrong element of the project. The last study, completed in 1999-2000, cost approximately \$130,000.

**\* End of Questions and Answers \***



**City of San Diego**

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**RFP No. 10015022-11-W**

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# Landfill Waste Characterization Study

Proposal Submitted **June 30, 2011**

**SUBMITTED TO:**        **Purchasing and Contracting Department**  
The City of San Diego  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

**SUBMITTED BY:**       Charles R. Scott, Principal  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

**ELECTRONIC FILE**

## **1. CONTRACTOR'S COVER SHEET**

Legal Status of Contractor:

1. Name of Firm: Cascadia Consulting Group, Inc.
2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual \_\_\_\_; A Corporation X; Partnership \_\_\_\_ or Joint Venture \_\_\_\_\_. (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)

a. If incorporated, existing under the laws of the State of: Washington.

b. Date of incorporation: March 4, 1993

- c. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: 601-448-948. Data Universal Numbering System (DUN & BRADSTREET) Number: 949318786.

- d. Office which will be responsible for providing the City of San Diego the specified services:

Address: 1109 First Avenue, Suite 400

Seattle, WA 98101

Contact Person/Telephone Number: Charlie Scott/206-449-1120 Fax Number: 206-343-9819  
Email: charlie@cascadiaconsulting.com

5. Name, title, and signature of individual duly authorized as representative to execute contracts:

Name: Charles R. Scott

Title: Principal

Signature: \_\_\_\_\_

6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there's a mistake in the offer.
- 7a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named Propose Firm.
- 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

- 7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under federal law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: \_\_\_\_\_

Printed Name: Charles R. Scott

Position: Principal

Dated this 29th day of June, 2011.

## 2. PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

**SOLICITATION NUMBER: 10015022-11-W**

**NAME OF CONTRACTOR:** Cascadia Consulting Group, Inc.

**ADDRESS:** 1109 First Avenue, Suite 400

Seattle, WA 98101

United States

**TELEPHONE:** (206) 343-9759

1. Name your principal financial institution for financial reference:

Name of Bank: U.S. Bank

Point of Contact: N/A

Address: 723 1st Avenue

Seattle, WA 98104

Telephone Number: (206) 344-2322

I authorize the release of credit information for verification of financial responsibility.

\_\_\_\_\_  
Contractor's Signature

06/29/2011  
(Date)

Charles R. Scott  
Name (typed or written)

2. State your firm's average receipts over the past three (3) years: \$3.6 M.



Reference #2

Name of Entity: City of Seattle, Washington

Contact Person: Jenny Bagby, Economic Principal and Project Manager

Phone No: (206) 684-7808

Dollar Value of Contract: \$100,000-150,000 per year Contract Dates: 1988-ongoing

Requirements of the Contract: Directed this ongoing program since its inception. Work includes sampling of residential waste, curbside recycling, and commercial and self-haul waste. Plans and oversees all research, analysis, and reporting.

Reference #3

Name of Entity: King County, Washington

Contact Person: Bill Reed Phone No: (206) 296-4402

Dollar Value of Contract: \$80,000-\$350,000 per year Contract Dates: 1992-ongoing

Requirements of the Contract: Since 1992, Cascadia has managed this multi-year study to characterize all County-generated waste delivered to the 10 King County transfer stations. The project has involved the design of a system-wide study for residential and non-residential waste delivered by franchised haulers as well as self-hauled waste.

- 8. The Contractor is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of the proposal. NOTE: Add additional pages if necessary.

**Company Name:** Sky Valley Associates **Contact Name:** J. Brad Anderson

**Address:** 1461 Ocean Shores Blvd SW **Phone Number:** (360) 940-7313

Ocean Shores, WA 98569 **Fax Number:** (360) 386-1286

**Dollar amount of sub-contract:** \$102,000 - \$132,000 **Contract Dates:** TBD

**Contractor's License #:** TBD

**Requirements of contract:** Adherence to schedule, safety protocol, and quality standards.

**What portion of work will be assigned to this subcontractor:** Field Sampling and Sorting Support

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**Company Name:** MSW Consultants **Contact Name:** John Culbertson

Address: 842 Spring Island Way Phone Number: (407) 380) 8951

Orlando, FL 32828 Fax Number: (301) 591-4471

Dollar amount of sub-contract: \$71,250 - \$85,250 Contract Dates: TBD

Contractor's License #: TBD

Requirements of contract: Adherence to schedule, safety protocol, and quality standards.

What portion of work will be assigned to this subcontractor: Field Sampling and Sorting Support

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Company Name: Stanfield Systems, Inc. Contact Name: Shonna Martin

Address: 718 Sutter St., Suite 108 Phone Number: (916) 608-8006

Folsom CA 95630 Fax Number: (916) 608-0657

Dollar amount of sub-contract: \$11,250 Contract Dates: TBD

Contractor's License #: TBD

Requirements of contract: Adherence to schedule, safety protocol, and quality standards.

What portion of work will be assigned to this subcontractor: Data Management Services

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
    - a. Are  are not **X** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
    - b. Have  have not **X**, within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - c. Are  are not **X** presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
  2. The Contractor has  has not **X**, within a three (3) year period preceding this offer, had one or more contracts terminated for default by any federal agency.
  3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Purchasing Agent may render the Contractor non-responsible.

- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

Cascadia Consulting Group, Inc.  
Name of Firm

---

Signature of Authorized Representative

Charlie Scott  
Printed/Typed Name

June 29, 2011  
Date

#### 4. DECLARATION REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

**Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.**

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law** that **clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Cascadia Consulting Group

Name of Firm

---

Signature of Authorized Representative

Charlie Scott

Printed/Typed Name

June 29, 2011

Date

## 5. PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

Cascadia Consulting Group, Inc.

Name of Firm

---

Signature of Authorized Representative

Charles R. Scott

Printed/Typed Name

June 29, 2011

Date

## 6. CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

---

Name of Firm

---

Signature of Authorized Representative

---

Printed/Typed Name

---

Date

**7. AFFIDAVIT FOR CONTRACTOR/VENDOR**

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: **Ej ctigu'T0Ueqw**  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: 91-1589555

Position: Principal and Vice President

Firm Cascadia Consulting Group, Inc.

## 8. CONFLICT OF INTEREST DISCLOSURE STATEMENT

**PURCHASING & CONTRACTING DEPARTMENT  
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM  
1200 Third Avenue, Suite 200  
San Diego, CA 92101  
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts Of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name: **Ej ct rgu' T0Ueqw**  
(type or print)

Signature: \_\_\_\_\_  
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: 91-1589555

Position: Principal and Vice President

Firm: Cascadia Consulting Group, Inc.

## **9. DRUG-FREE WORKPLACE**

### **A. GENERAL**

All City projects are now subject to The City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### **B. DEFINITIONS**

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by The City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

### **C. CITY CONTRACTOR REQUIREMENTS**

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

**NOTE:** The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD  
DRUG-FREE WORKPLACE  
CONTRACTOR CERTIFICATION**

**BID NUMBER: 10015022-11-W**

**PROJECT TITLE:** Waste Characterization Study

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

Cascadia Consulting Group, Inc.

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: \_\_\_\_\_

PRINTED NAME: Charles R. Scott

TITLE: Principal

COMPANY NAME: Cascadia Consulting Group

ADDRESS: 1109 First Avenue, Suite 400

Seattle, WA 98101

TELEPHONE: 206-343-9759 FAX: 206-343-9819

DATE: June 29, 2011

## a. Title Page



City of San Diego - RFP No. 10015022-11-W

# Waste Characterization Study

Proposal submitted by Cascadia Consulting Group, Inc.

June 30, 2011

Charlie Scott  
1109 First Avenue, Suite 400  
Seattle, WA 98101  
(206) 449-1120  
Charlie@cascadiaconsulting.com  
www.cascadiaconsulting.com

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# Proposal to Conduct a Waste Characterization Study

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## c. Executive Summary

A waste characterization study is a complex undertaking, and experience in implementing similar studies is extremely valuable. For the City of San Diego we have assembled a project team that is uniquely prepared to organize and implement an efficient and cost-effective waste characterization study rapidly and at a very high level of quality. Cascadia Consulting Group, Sky Valley Associates, MSW Consultants, and Stanfield Systems share extensive experience conducting research in solid waste and recycling across the state of California. Our team is unmatched in our expertise in waste characterization methodology, research, analysis, and planning. In particular, our team offers:



- **The San Diego-based experience required for this study.** The project will be managed by Cascadia Consulting Group, who designed and conducted Miramar Landfill’s previous characterization studies. Using the same team led by the same personnel guarantees that the study will be consistent with and comparable to previous research.
- **A solid grasp of CalRecycle’s Draft Regulations Governing Disposal Characterization Studies** and an ongoing working relationship with CalRecycle staff. Charlie Scott, Principal of Cascadia, helped to develop CalRecycle’s Draft Regulations Governing Disposal Characterization Studies, which Cascadia has used to implement the three most recent statewide waste characterization studies in California and to guide numerous waste analysis studies for Californian municipal governments.
- **Over 20 years of experience, allowing us to deliver high quality results quickly, smoothly, and cost-effectively.** Having conducted over 100 major waste characterization studies for clients from New York to Honolulu, our team is well prepared to conduct an accurate and cost-effective study that will serve as the foundation for the next steps in planning. Over the years, we’ve learned how to coordinate and mobilize our combined team quickly and efficiently. We are accustomed to hitting the ground running and we will get the job done on time and within budget.
- **A proven ability to work with the waste industry to make waste characterization studies proceed safely and efficiently.** Our studies have placed us in hundreds of transfer stations and landfills. We understand the concerns and operational needs of facility managers and we have a strong track record of working successfully with facility managers and haulers.
- **A waste sorting crew led by highly trained professionals.** Our crew brings unsurpassed knowledge of material categories and waste characterization practices. With unparalleled accuracy, consistency, and productivity, they characterize far more samples per day than less experienced crews. We also anticipate utilizing temporary or contract personnel to supplement field work. In recognition of the City’s desire to support and strengthen disadvantaged businesses locally, we have attempted and are open to recruiting local staff but have not yet identified a viable or interested staffing source.

### d. Exceptions

Cascadia does not wish to propose any exceptions to the RFP.

### e. Scope of Services

Per RFP requirements, “Section e. Scope of Services” includes responses to all items specified in RFP Section C, “Scope of Services” beginning with Paragraph A, “Background.”

**Note:** For ease of reference, we have preserved the numbering system provided in the RFP despite some hierarchical inconsistencies. In addition, we have omitted responses to paragraphs that were marked as non-applicable (n/a) to this contract; namely, paragraphs C, O, P, Q, R, S, U, W, Y, AA, and CC.

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## A. Background

The City of San Diego has achieved an impressive recycling rate of 66% due to its effective residential curbside programs, the City Recycling Ordinance (targeting commercial and multifamily generators), and the Construction and Demolition Recycling Ordinance. To identify opportunities for additional recycling and diversion, the City has solicited proposals to characterize the amounts and types of waste disposed by multiple sectors, including single family with and without yard waste collection, multifamily, commercial for three collection vehicle types, military, and self-haul. The primary use of the data from this waste characterization will be to develop enhanced recycling and diversion strategies. The data will also be used to measure the impact of recent diversion programs and establish a baseline for assessing future successes. As such, the waste characterization study must be accurate, reliable, representative of each sector, and comparable to prior waste characterization studies.

---

## B. Objective

To identify opportunities for additional recycling and diversion, Cascadia submits this proposal to characterize the amounts and types of waste disposed by multiple sectors, including single family with and without yard waste collection, multifamily, commercial for three collection vehicle types, military, and self-haul.

---

## D. Precluded Participation

Cascadia understands that if we are awarded this contract we will be precluded from participation in any solicitations or contracts that result directly or indirectly from this RFP.

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## E. Core Requirements and Deliverables

---

### OVERVIEW OF TWO ALTERNATIVE APPROACHES

Our team brings a high level of experience in collaboratively designing waste characterization studies that meet the different objectives of both affected jurisdictions and stakeholders. This expertise, along

with Cascadia’s flexibility and commitment to meeting the City’s objectives, ensures that our final approach to waste characterization will fully meet the City’s needs.

As suggested in the pre-proposal meeting, the Cascadia team will present a “base” and an “alternative” proposal for waste characterization that differ in the number of samples allocated to the commercial sector. The details of each alternative approach are provided below.

---

### ALTERNATIVE #1 BASE STUDY

**Alternative #1 “Base Study”** is designed to meet baseline RFP requirements. Specifically, this approach will include:

- 90 hand-sorted samples of single family waste with curbside recycling.
- 90 hand-sorted samples of single family waste with curbside recycling and yard waste.
- 90 hand-sorted samples of multifamily waste.
- 180 hand-sorted samples of waste from commercial, institutional, and industrial sources, including 60 from commercial front loader collection routes, 60 from open drag-on containers, and 60 from compactor drag-on containers.
- 30 hand-sorted samples of military waste.

In addition, our team will visually characterize 801 loads of self-haul waste, stratified by vehicle type, and if desired, manage the sorting of 12 automated green waste collection loads.

***Bottom line: Alternative #1 provides robust, representative composition data to characterize residential waste and make reliable comparisons among the residential subsectors and seasons. However, we feel that the “Base Study” under-samples the more variable commercial waste stream. More commercial samples are needed to make reliable comparisons among vehicle types and seasons and to meet CalRecycle’s Uniform Waste Disposal Characterization Method.***

---

### ALTERNATIVE #2 RECOMMENDED APPROACH

**Alternative #2 “Recommended Approach”** is designed to meet CalRecycle’s *Standard Method* for sampling of municipal solid waste. This alternative will provide reliable and representative data for the residential, commercial, and military waste streams, and permit meaningful comparisons across subsectors and seasons. The approach will include the same number and distribution of samples proposed in the “base study” for all sectors except the three types of commercial vehicles. The “Recommended Approach” will include 180 additional commercial samples for a total of 360 commercial samples as distributed below.

- 120 hand-sorted samples from commercial front loader collection routes.
- 120 hand-sorted samples from open drag-on containers.
- 120 hand-sorted samples from compactor drag-on container.

***Bottom line: Alternative #2 meets CalRecycle’s Standard Method and provides robust, representative composition data to characterize all targeted sectors and make reliable comparisons among subsectors and seasons.***

Both of the above options provide reliable estimates of the overall quantities and types of disposed materials by sector, which can be used to identify recycling and other diversion opportunities, develop

## Proposal to Conduct a Waste Characterization Study

Response to City of San Diego RFP No. 10015022-11-W

enhanced and new recycling programs and policies, and provide a foundation for measuring current and future success.

Table 1 below presents the number of proposed samples for each alternative. Table 2 and Table 3 provide estimated confidence intervals at the 90% confidence level for key recyclable materials.

**Table 1. Number of Samples Characterized**

	Base Study	Recommended Approach
Single Family with Recycling	90	90
Single Family with Recycling & Yard	90	90
Multifamily	90	90
Commercial Front Loader	60	120
Commercial Open Drag On	60	120
Commercial Compacted Drag On	60	120
Military	30	30
<b>Hand Sort Subtotal</b>	<b>480</b>	<b>660</b>
Self-Haul Visuals	801	801
<b>Total Samples</b>	<b>1281</b>	<b>1461</b>

**Table 2. Estimated Relative Errors for Key Recyclables: Base Study**

Strata	Single Family	Multifamily	Commercial Front Loader	Commercial Open Drag On	Commercial Compacted Drag On
Cardboard	17%	17%	22%	39%	21%
Newspaper	20%	53%	27%	70%	35%
Other Recyclable Paper	18%	27%	23%	123%	57%
Glass	23%	29%	28%	104%	28%
Tin/Steel Cans	14%	26%	27%	58%	38%
Aluminum Cans	22%	36%	26%	48%	26%
PETE Containers	16%	28%	20%	52%	20%
HDPE Containers	16%	28%	31%	67%	28%

**Table 3. Estimated Relative Errors for Key Recyclables: Recommended Approach**

Strata	Single Family	Multifamily	Commercial Front Loader	Commercial Open Drag On	Commercial Compacted Drag On
Cardboard	17%	17%	16%	28%	15%
Newspaper	20%	53%	19%	50%	25%
Other Recyclable Paper	18%	27%	16%	87%	40%
Glass	23%	29%	20%	74%	20%
Tin/Steel Cans	14%	26%	19%	41%	27%
Aluminum Cans	22%	36%	19%	34%	18%
PETE Containers	16%	28%	14%	37%	14%
HDPE Containers	16%	28%	22%	48%	20%

### PROPOSED METHODOLOGY

Accurate characterization of solid waste is a complex and demanding undertaking requiring precise coordination and planning among team members and rigorous adherence to standards of quality. This section describes how our team will cost-effectively achieve those standards and produce high-quality waste characterization estimates for assessing diversion opportunities and developing new and enhanced recycling programs and policies.

Cascadia’s approach to waste characterization research relies on four key principles to ensure that data are statistically reliable, representative of San Diego’s waste streams, and, most importantly, accurate.

- **Careful planning and coordination.** We ensure that sampling operations are efficient and that the required data are collected with minimal disruption to normal operations at disposal facilities. Our team will work closely with City staff and Miramar Landfill personnel to develop a thorough, efficient, and cost-effective data collection plan.
- **Selection of waste for sampling that is representative.** We achieve statistical representativeness by coordinating carefully with City staff, landfill personnel, and waste haulers to develop a sampling plan which ensures that selected loads are statistically representative of the entire “population” of waste being studied.
- **Consistent, accurate, and efficient sorting and characterization methods.** The knowledge and experience of the data collection staff is crucial for reliable results and overall efficiency. Our full-time, professional waste characterization personnel will “hit the ground running” and obtain characterization data quickly and cost efficiently.
- **Statistically appropriate analyses and error-free calculations.** We will use statistical protocols approved by CalRecycle to ensure that we continue our record of producing accurate and statistically reliable reports.

The following sections describe in detail Cascadia’s proposed methodology for accomplishing the four essential tasks of a successful waste characterization study:

- Task 1.** Design Protocol and Develop Plan
- Task 2.** Conduct Field sampling and Visual Observations
- Task 3.** Enter Data and Conduct Analysis
- Task 4.** Prepare Final Reports and Presentations

### TASK 1: DESIGN PROTOCOL AND DEVELOP PLAN

Cascadia has a long and successful record of conducting waste characterization studies. This experience enables our team to develop appropriate and efficient approaches to data collection challenges, avoiding the pitfalls that less-experienced firms often encounter. Our approach to the planning process is detailed below.

### *Step 1: Conduct Kick-off and Design Meetings*

Early, up-front coordination with City collection staff and Miramar Landfill personnel is vital for the study's success. To ensure that we meet all expectations, collect all required data, and address all elements of the study, Cascadia proposes to conduct a kick-off meeting, a disposal site visit, and three additional planning and design meetings with City staff.

At the kick-off meeting, confidence intervals for key materials in the residential and commercial samples will be reviewed to determine the adequacy of the numbers of samples proposed in our "Base Study" and "Recommended Approach." Other items to be discussed at the kick-off meeting include:

- Any questions about the study objectives and proposed data collection methods.
- The list and definitions of materials to be considered in the study.
- Cascadia's proposed data collection periods and timeline for report submittal.
- The procedures for load and vehicle selection.
- Identification of other contacts, such as haulers, who can assist with the overall design and coordination of the study.
- The availability of tonnage information from the City's Automated Weighing System.

In conjunction with the kick-off meeting, the project team will work with City staff to collect information necessary to develop the sampling plan. This will include:

- Guidelines for collection routing and schedules.
- Numbers of loads from each sector expected to arrive at the transfer station on each day of the week.
- Information about available space at Miramar Landfill for load tipping, sample capture, and sorting of samples.

Following the kick-off meeting, the project team also will visit Miramar Landfill to finalize all sampling arrangements. During this visit we will:

- Introduce the project to participating facility personnel.
- Clarify information about facility operations, traffic patterns, and logistics.
- Finalize arrangements for setting up the work area, taking samples, queuing samples, discarding sorted samples, and other in-process activities.
- Confirm procedures requiring coordination between facility personnel and Cascadia's project team.
- Review facility-specific health and safety procedures and emergency contact numbers.
- Answer any questions and address any concerns of the facility managers.

Additional planning and design meetings with City staff will be scheduled as needed.

### **Step 2: Design Protocol and Develop a Sampling Plan**

Following the kick-off meetings, Cascadia will develop a detailed sampling plan and study protocol that specifies the method for selecting loads and samples, the waste characterization process, and sampling procedures. It also will include the City's protocol for the Task 5 Greenery Contamination Study, if the City elects to proceed with this optional task. Cascadia will develop this plan within two weeks of receiving the notice to proceed. A typical outline for a sampling plan appears below.

#### *Waste Characterization Protocol and Sampling Plan*

1. Objective and Overview
2. Definition of Universe
  - 2.1 Sectors (e.g., residential, commercial, military, self-haul)
  - 2.2 Other Strata (e.g., residential generator type, commercial vehicle type, self-haul vehicle times)
3. Numbers and Allocation of Samples
4. Sampling Calendar
5. Site Logistics and Hauler Coordination
6. Obtaining and Sorting Waste Samples
  - 6.1 Load Selection
  - 6.2 Sample Selection
  - 6.3 Sample Sorting and Data Recording
7. Method for Obtaining Tonnage Data
8. Description of Calculations and Statistical Procedures
9. Material Types and Definitions

### **Step 3: Schedule Sampling**

Cascadia will design a sampling schedule for each season based on regular collection schedules. We will schedule sampling dates in a way that represents each season equally and avoids sampling on or near major holidays. In addition, we will design the schedule to ensure an even distribution of samples across days of the week. This is important, because some neighborhoods or types of businesses may be more likely to have their waste collected on certain days of the week. We anticipate that we will sort most residential, commercial, and military samples on weekdays. We will conduct self-haul visuals on Saturdays to correspond with the high number of self-haul loads delivered to Miramar over the weekend. The sampling schedule will be submitted within two weeks of receiving the notice to proceed.

### **Step 4: Develop Data Collection Forms**

Following the completion of the sampling plan, Cascadia will develop data collection forms specifically for this study.

- *Vehicle Selection Forms* will be created for each day of sampling activity. The forms will list the sample quotas specific to each day, by sector, subsector, and type of vehicle entering the landfill. Scale house personnel will be asked to assist with load selection during the study.
- *Material Weight Tally Sheets* will be used to record the net weights for each material.
- *Sample Placards* will be created to flag vehicles selected for sampling. The *Sample Placards* are brightly colored paper signs with the sample number pre-printed on the front. They will be placed on the windshields of every vehicle chosen for sampling, so that the sampling crew manager or visual estimator can easily see and intercept the vehicles.

### TASK 2: CONDUCT FIELD SAMPLING AND VISUAL OBSERVATIONS

A well-conceived plan does not guarantee high quality results. Cascadia relies on proven protocols and expert, professional personnel to perform meticulous field work and achieve consistent, reliable results. Our sampling crew manager will be on-site during all sorting activities and will train the crew of at least four Cascadia sorters and at least one representative of the City who will work alongside the crew. Cascadia's project manager also will be on site during the first few days of sampling each season to ensure that the sampling crew follows approved protocols and maintains consistency across seasons. Our approach to conducting the highest quality field work is described below.

#### *Step 1: Select loads for sampling*

For each sampling day, Cascadia will provide scale house staff with a list of pre-selected residential, commercial, and military route-based loads, along with the expected truck numbers. We also will provide the scale house staff with a separate *Vehicle Selection Form* for selecting self-haul loads to send to the crew at designated intervals.

When an eligible vehicle arrives at the scale house and is selected for sampling, the scale house operator will be asked to place a brightly colored *Sample Placard* on the windshield of the vehicle and direct the vehicle to the sorting area. The placard alerts the waste characterization crew manager that the vehicle has been designated for participation in the study.

#### *Residential, Commercial, and Military Loads*

Before the first sampling season, Cascadia will obtain the collection schedule of each sector and subsector (e.g., front loader), for both City and private collection companies. Cascadia will then randomly select the appropriate number of routes for each day of each season. Cascadia will individually contact the affected hauling companies to review the objectives and requirements of the study and to provide a list of trucks and loads which have been randomly selected for inclusion in each season's sampling.

Cascadia will also verify the residential, commercial, and military route schedules prior to sampling. Prior to each sampling day, Cascadia will send a list of routes to be sampled to the route supervisors. The route supervisor will be asked to verify that route numbers are correct, add truck numbers and vehicle arrival times, and fax the list back to Cascadia. In addition, Cascadia will ask that the route supervisor notify drivers of selected vehicles that they are to participate in the sampling activities.

Self-haul Loads

To select self-haul loads, Cascadia will develop the sampling schedule (as described above as part of Task 1) and calculate a vehicle selection frequency. The frequencies are determined by dividing the total expected number of vehicles for each vehicle type arriving at Miramar on each sampling day by the number of vehicles needed each day. The resulting number determines whether every third vehicle, every sixth vehicle, or every twentieth vehicle is selected. This strategy is referred to as “systematic sampling.” A *Vehicle Selection Form* will be created for each day and each location. An example of a *Vehicle Selection Form* from a previous study is shown on the following page.

Example of a *Vehicle Selection Form* for Systematic Selection

<b>CIWMB 2008 Waste Characterization Study Vehicle Selection Form</b>	
<b>Site:</b> <u>Redwood</u>	
<b>Date:</b> <u>November 17, 2008</u>	<b>Goal:</b> <u>14</u> Samples Total
<p>Each number represents an expected vehicle based on the available data.                      Cross off one number for each category of vehicle entering the landfill.                      When you reach the number circled, ask this vehicle to go to the sorting area.                      When you reach the number with an "S" on it, ask this vehicle to go to the sorting area.                      Ask all pure roofing loads to go to the sorting area for asbestos subsample. Only the roofing loads that are selected through the random selection process should be sorted.</p>	
<b>RESIDENTIAL: (Res 2-5)</b>	<b>NEED 4 TOTAL</b>
<p><i>*Must be at least 80% single-family residential waste.</i></p> <p style="text-align: center;"> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span> 2 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">4</span> 5 6 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">7</span> 8 9 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 11 12 13 14 15                 </p> <p style="text-align: center;">(expect 15)</p>	
<b>COMMERCIAL: (Com 1-4)</b>	<b>NEED 4 TOTAL</b>
<p><i>*Must be at least 80% commercial waste.</i></p> <p style="text-align: center;"> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span> 2 3 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">4</span> 5 6 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 8 9 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">10</span> 11 12                 </p> <p style="text-align: center;">(expect 10)</p>	
<b>SELF HAULED: (SH 1-5)</b>	<b>NEED 5 TOTAL</b>
<p style="text-align: center;">                     1 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 3 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 5 6 7 8 9 10 11 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 13 14 15 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">16</span> 17 18 19 20  <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 22 23 24 25 26 27 28 29 30 31 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">32</span> 33 34 35 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 37 38 39 40                      41 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 43 44 45 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 47 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">48</span> 49 50 51 52 53 54 55 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 57 58 59 60  <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">S</span> 62 63 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">64</span> 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">80</span> </p> <p style="text-align: center;">(expect 80)</p>	
<b>Multi-family Generator Sample (Res-1)</b>	<b>NEED 1 TOTAL</b>
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">1</span>	

## Step 2: Select samples

We recommend using a sampling approach that involves characterizing 200–250 pound samples from the selected loads. In this approach, a randomly chosen portion is extracted from each selected load and placed on a tarp for sorting and characterization.

This approach is the standard used throughout the State of California and in most other states as well. It was developed and documented in CalRecycle’s *Standard Method*.

## Step 3: Hand Sort residential, commercial, and military loads

Our process for hand-sorting and characterizing waste includes the following process:

- Our sampling crew manager interviews the driver to verify that the vehicle matches the description of the selected vehicle and collects any additional information such as origin, vehicle type, and military base of origin for military loads.
- The selected portion of the load is placed on a tarp, and photographs are taken using a digital camera. The *Sample Placard*, or “story board,” that identifies each sample is positioned so it is visible in each photograph.
- The waste is then sorted into the material categories, and the sorting crew uses plastic laundry baskets to contain the separated materials. The individual members of the sorting crew typically specialize in groups of materials, such as papers or plastics. The crew manager monitors the homogeneity of material in the baskets as they accumulate, rejecting any materials which are improperly classified.
- The crew manager then verifies the purity of each material as it is weighed in its basket, using a pre-calibrated scale, and records each material weight on the *Material Weight Tally Sheet*.

## Training and Safety Considerations

The Cascadia/Sky Valley and MSW sorting personnel are a full time, professional, and experienced group of individuals who are well versed in all aspects of fieldwork.

Nevertheless, each composition study we undertake is unique. At the outset of each season, the sampling crew manager and sampling crew will familiarize themselves with the materials list, field forms, and any unique sorting protocols that will be employed during the season. At the conclusion of the review, the sorting crew will be fully prepared to conduct the seasonal sorts. On-site, the sampling crew manager will be present to provide continual support and supervision.

Training for the study will also include:

- ✓ General facility overviews
- ✓ Facility-specific health and safety requirements
- ✓ Personal protective equipment (PPE) requirements
- ✓ Waste handling techniques
- ✓ Productivity strategies and daily sampling quotas

The sampling crew manager will ensure that crews are following sorting protocol and health and safety requirements, and will closely evaluate each individual sample to ensure that the sorting crew understands the material categories and is uniformly interpreting those categories.

Given the inherent risks associated with sampling and sorting municipal solid waste, ensuring worker safety is of the utmost importance. Our team follows a strict health and safety plan, which will be included as an addendum to our sampling plan.

## Step 4: Visually Characterize Self-haul Loads

Our visual characterization method was developed in conjunction with the California Integrated Waste Management Board (now CalRecycle); it has been used in numerous studies for the State of California and for cities and counties within California. The visual characterization method is described below.

### Self-haul Visual Characterization Process

**1. Collect information about the load.**

At the sampling area, our crewmember records key information, including the net weight and jurisdiction of origin for each self-hauled load.

**2. Measure load volume.**

The crewmember uses a tape measure to obtain the length, width, and height of the load while it is still in the vehicle, and records the volume on the data sheet.

**3. Photograph the sample.**

Using a digital camera, the crewmember takes a photograph after each sample is tipped. The sample placard that identifies each sample is positioned so it is visible in each photograph.

**4. Note which material classes are present.**

After the driver has dumped the load onto the ground, the crewmember walks entirely around the load and indicates on the *Visual Characterization Form* which major material classes are present in the load.

**5. Estimate composition by volume for each major material class.**

Beginning with the largest major material class present by volume, the crewmember then estimates the volumetric percentage of this material class and records it on the form. An example of a major material class is Paper. This process is repeated for the next most common material class, and so forth, until the volume percentage of every material class has been estimated. The crewmember then calculates the sum for this step, ensuring that it totals 100 percent.

**6. Estimate composition by volume for each specific material component.**

The crewmember considers each major material class separately and estimates the percentage of each major class that is made up of each specific material component.

For example, newspaper is a specific material component within the major material class of Paper materials. While considering only the Paper materials class, the crewmember estimates the volume percentage of Paper materials that is composed of newspaper. The crewmember then does the same for every other specific material component within the Paper material class (such as uncoated corrugated cardboard or office paper). The total of percentages for all of the material components must equal 100 percent. This process is repeated for the other major classes, with all the material components in each material class totaling 100 percent.

**7. Check and reconcile percentage data.**

The crewmember then ensures the percentage estimates for the major material classes add up to 100 percent. Also, the percentage estimates for the specific material components within each major class must total 100 percent.

**8. Convert volume estimates to weight estimates.**

This step is done at our team's offices. Data from the Visual Characterization Forms are entered into a customized database, and accepted density conversion factors are used to develop estimates of the weight of each material component in each load.

### **Step 5: Review data and clean site**

At the conclusion of each sorting day, the crew manager conducts a quality control review of the data recorded on each *Material Weight Tally Sheet*. The completed sheets are transported to the Cascadia office for data entry.

The sampling crew manager will also provide the City representative with a summary of sorting activities for the day including the number and type of samples and an accounting of any missed loads or other unusual conditions.

We will complete all sorting activities by 4:30 each day so all sampled material can be buried by the end of the work day. We will also ensure that the workspace is left in good condition. Our field crew takes steps to reduce or eliminate the risk of litter, particularly in open-air environments. A thorough clean-up effort follows each day of work and includes the following:

- Organizing and stowing of sorting supplies in a designated location.
- Removing all sorted waste discarded throughout the day (the host facility loader operator will help with this).
- Sweeping and cleaning the sort area to prevent windblown litter.
- Removing and properly disposing of any single-use personal protective equipment.
- Checking out with the facility manager each day.

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### **TASK 3: ENTER DATA AND CONDUCT ANALYSIS**

We understand the importance of accurate information. Thus, we protect data integrity during each step – collection, review, entry, calculation, and analysis. Our forms are easy to use, and our data-entry protocols virtually eliminate errors. Our reports are clear and concise, and they identify relevant findings that are useful in establishing solid waste management policies.

Our team will design a customized database to manage the data from waste sorting, and a member of Cascadia’s staff will enter the data from the *Material Weight Tally Sheets*. The waste characterization project manager will inspect the entered data, and any anomalies will be resolved against the hand-written information on the sheets.

A typical data entry screen for our waste characterization studies are shown below.

**Example of Data Entry Screen for Composition Information  
Associated With a Waste Sample**

Subclass	Wta	Wtb	Wtc	Wtd
Newspaper	7.90	0.00	0.00	0.00
OCC/Kraft, unwaxed	19.60	0.00	0.00	0.00
OCC/Kraft, waxed	4.50	0.00	0.00	0.00
Mixed Low Grade	14.20	0.00	0.00	0.00
Phone Books	3.80	0.00	0.00	0.00
Office Paper	5.90	0.00	0.00	0.00
Computer Paper	0.30	0.00	0.00	0.00
Milk/Juice Polycoats	0.60	0.00	0.00	0.00
Frozen Food Polycoats	0.00	0.00	0.00	0.00
Compostable/Soiled	15.10	0.00	0.00	0.00
Paper/Other Materials	0.60	0.00	0.00	0.00
Other Paper	0.00	0.00	0.00	0.00

Steps we take to ensure the integrity of data during entry and analysis include:

- Double-entry of all field data.
- Maintaining duplicate copies of all forms while the originals are being transmitted, entered, and checked.
- Random checks of the computer-entered data against the paper form, to verify that all numbers are being entered and to look for any systematic or random mistakes.
- Encoding the composition analysis formulae so that statistical protocols are consistently applied to different data sets.

Data will be entered at the conclusion of each season’s sampling and a final accounting of all samples sorted during the season will be provided to the City’s representative.

**Step 1: Determine Annual Quantities**

In order to develop a complete analysis of all the material that is disposed, it is necessary to determine the amount of waste associated with each of the specified sectors and subsectors. For this study we will rely on San Diego staff to provide tonnage estimates for all streams that are to be analyzed.

**Step 2: Conduct Composition Analyses**

Using the statistical procedures we have developed in conjunction with the Waste Analysis Branch of the California Integrated Waste Management Board (now part of CalRecycle), Cascadia will develop detailed estimates of waste composition and quantities for each waste sector and season. All estimates will be

presented along with statistical error and confidence intervals at the 90% confidence level. The formulae that Cascadia will use to conduct the required analyses appear below.

**Waste Composition Calculations**

The composition estimates represent the **ratio of the components’ weight to the total sample weight** for each noted subsector. They are derived by summing each component’s weight across all of the selected records and dividing by the sum of the total sample weight, as shown in the following equation:

$$r_j = \frac{\sum_i c_{ij}}{\sum_i w_i}$$

where: r = ratio of components’ weight to the total sample weight

c = weight of particular component

w = sum of all component weights

for i 1 to n

where n = number of selected samples

for j 1 to m

where m = number of components

The confidence interval for this estimate is derived in two steps. First, the variance around the estimate is calculated, accounting for the fact that the ratio includes two random variables (the component and total sample weights). The **variance of the ratio estimator** equation follows:

$$\hat{V}_{r_j} = \left(\frac{1}{n}\right) \cdot \left(\frac{1}{\bar{w}^2}\right) \cdot \left(\frac{\sum_i (c_{ij} - r_j w_i)^2}{n - 1}\right)$$

where:

$$\bar{w} = \frac{\sum_i w_i}{n}$$

Second, **precision levels** at the 90% confidence interval are calculated for a component’s mean as follows:

$$r_j \pm (t \cdot \sqrt{\hat{V}_{r_j}})$$

where:

t = the value of the t-statistic (1.645) corresponding to a 90% confidence level

**TASK 4: DEVELOP FINAL REPORTS AND PRESENTATIONS**

In order to ensure that we fully meet project expectations, our project manager will develop and submit an outline of the final report for review by staff. The outline will indicate all sections and analyses that are expected to be part of the final report. Upon approval of the outline, the project team will prepare a draft of the report, including executive summary, description of research protocols, and waste characterization findings.

Cascadia will submit the draft version of the report to staff within 60 days of completing all field work. After we receive comments and edits from the City in response to the draft, we will incorporate comments, make necessary changes, and submit the completed final report within 20 days of receiving comments from the City.

The final report and accompanying information are expected to include the following elements:

- Overall waste composition analyses for all waste disposed from the City of San Diego, by generator type.
- Overall waste composition analyses for self-haul vehicle study.
- Waste composition analyses for single family residences and the differences between those with only recycling services and those with recycling and yard waste services.
- Waste composition analyses for multifamily residences.
- Waste composition analyses for commercial loads.
- Waste composition analyses for military facilities.
- Waste composition for the seven vehicle types identified in the self-haul study.
- Contamination and composition analysis of curbside greenery loads.
- Comparability, and/or comparison, with prior waste characterization studies.
- An analysis of variance for seasonal variations for all generating sectors.
- Estimates of confidence intervals at the 90% confidence level for each waste category.
- Findings from the greenery contamination study for each season, and a comparison to prior automated greenery contamination studies.

Ten copies of all reports will be provided to the City, along with an electronic PDF version. A USB drive also will be provided with photos of all samples labeled and organized by season.

### **TASK 5: CONDUCT GREENERY CONTAMINATION STUDY**

At the discretion of City staff, Cascadia will manage and oversee three seasonal sorts of curbside greenery material to determine the types and amounts of contamination. Each season, four complete loads, weighing approximately seven tons each, will be fully sorted. Cascadia will provide all supplies and equipment required to conduct the sorts with a City-provided crew.

Prior to initiating the greenery study, Cascadia will document the protocols the City previously used (as part of Task 1 described above) and ensure that all field work complies with the City's protocol and the methods detailed in Task 2 above.

As part of our management and oversight role, Cascadia will take digital photos of the loads, paired with an identifying placard, prior to sorting. We will also take photos of the contaminants that are recovered from each sorted load. Cascadia will enter all sampling data, analyze the data as described in Task 3, and provide findings and a comparative analysis in the report described in Task 4.

### N. SCOPE OF WORK

The Cascadia team is able and willing to perform all elements of the scope of work to the highest standards of accuracy and consistency while adhering closely to the City's timeline and budget. The timeline below demonstrates our understanding and willingness to work within the schedule offered by the RFP.

#### CORE REQUIREMENTS AND DELIVERABLES TIMELINE

ACTIVITY	TENTATIVE DATE
Kick-off Meeting	TBD – Estimate October 2011
Fall Season Study	October/November 2011
Winter Season Study	February/March 2012
Summer Season Study	July 2012
Draft Final Report	60 days after July 2012 study
Final Report	90 days after City comment on Draft

Our proposed Implementation Plan below (*see Paragraph X. Implementation Plan*) provides a more detailed schedule for planning and completing the waste characterization study. Upon contract, we are prepared to work with the City to adjust and finalize a timeline that exactly suites the City's needs.

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### T. QUALITY CONTROL

#### 1. DATA ANALYSIS

Cascadia confirms that we will analyze the data collected in accordance with the California code of regulations (Title 14, Chapter 9, Article 6.1: solid waste generation studies and solid waste disposal characterization studies.)

In fact, **Cascadia helped develop CalRecycle's Draft Regulations Governing Disposal Characterization Studies** and maintains an ongoing working relationship with CalRecycle staff. Charlie Scott, proposed Principal in Charge, provided key input in the development of the Draft Regulations, which Cascadia has used to implement the three most recent statewide waste characterization studies in California and to guide numerous waste analysis studies for municipal governments.

#### 2. USE OF STANDARDS

Cascadia understands that the use of standards generally includes international, federal and state, county, municipal, and manufacture's standards. We hold our waste characterization research to the highest standards of data accuracy and confidentiality, resulting in high quality, reliable studies that provide a solid foundation for future research, recommendations, program planning, policy and legislation, and other actions.

#### 3. QUALITY CONTROL

Cascadia shall adhere to the strict quality control procedures set forth in this proposal, and contained in the Request for Proposal, to ensure integrity of all field data including the entry of that data into

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spreadsheets. Any errors or discrepancies in data discovered by quality control activities shall be directly resolved by Cascadia.

## 4. PROCEDURES

Cascadia will implement and adhere to standardized procedures to control quality and accuracy of all work products and deliverables in accordance with the City’s specifications.

## V. SAFETY AND ACCIDENT PREVENTION

Cascadia staff will take all precautions necessary and will bear sole responsibility for the safety of the work environment, methods, and means, and the safety of all persons performing the work as well as those who may be affected nearby. A detailed Health and Safety Plan will be included as an addendum to our Sampling Plan and shared with all participating project personnel. **We affirm that our safety standards will meet or exceed the requirements specified in the RFP.**

## X. PROPOSER’S IMPLEMENTATION PLAN

Section E presents Cascadia’s technical approach to the work plan. Below is a detailed schedule showing the expected start, duration, and finalization of tasks as they are implemented within the City’s timeline.

TASKS AND DELIVERABLES	Summer/Fall 2011			
	AUG 2011	SEP 2011	OCT 2011	NOV 2011
<b>Design Protocol and Develop Plan</b>				
Conduct Kick-off and Design Meeting				
Design Protocol and Develop a Sampling Plan				
Schedule Sampling				
Develop Data Collection Forms				
<b>Conduct Field Sampling and Visual Observations</b>				
Select Loads and Samples				
Hand Sort Residential, Commercial, and Military Loads				
Visually Characterize Self-Haul Loads				
Review Data and Clean Site				
<b>Conduct Greenery Contamination Study</b>				
Design Protocol and Develop Plan				
Conduct Field Sampling and Visual Observations				
TASKS AND DELIVERABLES	Winter 2012			
	DEC 2011	JAN 2012	FEB 2012	MAR 2012
<b>Conduct Field Sampling and Visual Observations</b>				
Select Loads and Samples				
Hand Sort Residential, Commercial, and Military Loads				
Visually Characterize Self-Haul Loads				
Review Data and Clean Site				
<b>Conduct Greenery Contamination Study</b>				
Conduct Field Sampling and Visual Observations				

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TASKS AND DELIVERABLES	Spring/Summer 2012			
	APR 2012	MAY 2012	JUN 2012	JUL 2012
<b>Conduct Field Sampling and Visual Observations</b>				
Select Loads and Samples				■
Hand Sort Residential, Commercial, and Military Loads				■
Visually Characterize Self-Haul Loads				■
Review Data and Clean Site				■
<b>Conduct Greenery Contamination Study</b>				
Conduct Field Sampling and Visual Observations				■
TASKS AND DELIVERABLES	Summer/Fall 2012			
	AUG 2012	SEP 2012	OCT 2012	NOV 2012
<b>Enter Data and Conduct Analysis</b>				
Determine Annual Quantities	■			
Conduct Composition Analysis	■	■		
<b>Develop Final Report and Presentations</b>				
Develop Draft Report		■	■	
Develop Final Report			■	■
<b>Conduct Greenery Contamination Study</b>				
Enter Data and Conduct Analysis	■	■		
Develop Final Report and Presentations		■	■	■

## Z. COOPERATION AND TRANSITION

Cascadia will cooperate with the City and subsequent contractor(s) at the expiration of the contract in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

## BB. QUALIFICATIONS AND EXPERIENCE

### TEAM OVERVIEW

Founded in 1993, **Cascadia Consulting Group** provides sustainability and environmental consulting services to governments, utilities, businesses, and non-profit organizations. Our mission is to make a real, positive difference—for our clients and the environment—by providing an independent perspective and delivering high-quality results. We are dedicated to pioneering a sustainable future by helping clients minimize waste, reduce their environmental footprint, and devise enduring solutions to better manage scarce natural resources.

Cascadia has specialized in solid waste prevention, recycling, and diversion since conducting the first major statewide characterization study in the nation. Our team has performed the principal waste characterization work for every major city and state along the West Coast, including the states of California, Oregon, Washington, and Hawai'i, and the cities of Los Angeles, San Francisco, San Jose, Seattle, Honolulu, and Phoenix. Having led over 100 recycling and waste composition studies, we possess unparalleled knowledge of how to design and conduct efficient, cost-effective studies that deliver accurate and consistent results. With local offices, a strong understanding of California solid waste and recycling systems, and a full time field crew that spends most of its time researching California's waste streams, we are prepared to deliver the most accurate and consistent recycling and waste stream composition study that can be conducted within the City's cost and time parameters. We are joined for this project by long-term partners **Sky Valley Associates, MSW Consultants, and Stanfield Systems, Inc.**

Founded on the premise that careful solid waste planning requires a skilled and professional approach to field data collection, **Sky Valley Associates** has been at the forefront of solid waste planning efforts for over 19 years, developing protocols for all manner of solid waste and recyclables sampling. Their mission is to provide the client with sampling data that exceeds their expectations in terms of quality, productivity, and professionalism.

Sky Valley maintains a consistent and well-trained staff equipped to perform any type of sampling. They adapt quickly to new component schemes and sampling methods, working safely and efficiently in any sampling environment. Since 1992, Sky Valley Associates' crews have completed over *48,000 samples*, totaling over *7.5 million pounds* of hand-sorted material. The personnel proposed for this project represent over *51,000 hours* of combined field experience.

**MSW Consultants** is a specialized consulting company whose key management staff have over 100 years combined experience providing municipal solid waste management planning, recycling program assessment, collection program productivity analysis and routing, solid waste cost-of-service and rate development, waste composition and generation studies, litter and marine debris management, procurement assistance, and implementation assistance for state, county and local governments across the nation. MSW Consultants was created in name in 2002 and legally established as a Maryland Limited Liability Company in 2004. The firm has since established offices in Orlando, Florida; Camp Hill, Pennsylvania; and Fredericksburg, Virginia, with a client base of more than 45 city, county, state and private organizations across the United States.

### WASTE CHARACTERIZATION EXPERIENCE WITHIN CALIFORNIA

Below is a selection of projects that have been undertaken by Cascadia and our partners within the state of California and elsewhere. Additional project descriptions and references are available upon request.

#### *Waste Diversion Research, Cities of Sunnyvale and Mountain View, CA (2009-2010)*

In 2009, the Cities of Sunnyvale and Mountain View commissioned **Cascadia Consulting Group** with **Sky Valley Associates** to design and conduct joint characterization research on disposed waste streams and recycling streams from each city. The study was designed to provide a baseline and identify key diversion opportunities for each city, detailing material quantities and types across five substreams (single-family, multifamily, commercial, construction and demolition, and SMaRT Station residuals) and identifying key diversion opportunities for each of the substreams. At the conclusion of the study, Cascadia submitted a final report and recommendations to each city, highlighting key opportunities that, if utilized, could lead to greater diversion: an additional 43% (19,400 tons) of waste diverted in the City of Mountain View, and 41% (31,600 tons) in the City of Sunnyvale.

#### *Waste Composition Study, Santa Cruz County, CA (2010)*

**MSW Consultants**, working as a subcontractor, assisted in the performance of a two season waste composition study for Santa Cruz County, CA including the City of Santa Cruz and the City of Watsonville. This study encompassed three landfills operated by the municipalities and one transfer station operated by the County. MSW Consultants physically sorted 112 summer and 108 winter samples of residential and commercial waste generated within the county and visually estimated another 18 samples of material from roll-off containers. This county-wide composition study was performed to update Santa Cruz's previous study conducted in 1999, to provide a range of data needed to evaluate the current recycling program, and to continue improving diversion and waste management within the county.

### *Waste Composition Study, Santa Barbara County, CA (2009)*

**Sky Valley** completed this 2009 waste characterization study involved sampling wastes disposed at the County's primary landfill. The work included hand-sorting samples from all sub-streams that were directly hauled to the landfill, and conducting visual estimates of transfer-station materials delivered to the site for ultimate disposal.

### *Waste Characterization Study, Stanislaus County, CA (2008)*

**Cascadia** worked as part of a team to design and conduct a cost-effective study that would characterize the disposed solid waste and estimate the composition and quantity of materials that are brought to the County's Fink Road Landfill and to the waste-to-energy facility that is located adjacent to the landfill. Waste sectors that were characterized included commercial waste, residential waste, waste brought from transfer stations; and self-hauled waste. The study applied statistical analysis to data collected by hand-sorting and visually characterizing waste samples to derive estimates of the composition of each material stream. Sampling and data collection were completed during a four-day period.

### *Waste Characterization Research, City of San Jose, California, 2008-2009*

**Cascadia, Sky Valley Associates, and MSW Consultants** worked together to perform commercial and residential waste characterization studies for the City of San Jose. The residential study sampled waste and recyclables collected from residential routes within the City of San Jose. Wastes and curbside recyclables were collected separately by the City's haulers from 50 households for each given sample. This provided composition data, specific to chosen demographics, which compared the recycled and disposed wastes simultaneously. Six samples per day, weighing up to 1,200 pounds each, were hand-sorted. The commercial component required a detailed review of franchise hauler commercial accounts to develop a representative sampling plan for the three subsets of commercial waste identified by the City: frontload accounts, roll-off compactor boxes, and permanent open top roll-off boxes. The field data collection occurred in March 2008, and took place at a privately owned landfill where the team sampled and sorted 120 loads of commercial waste. The team subsequently analyzed the results and developed report content for presentation to the City.

### *Targeted Statewide Waste Stream Analysis, CalRecycle (2006-08)*

**Cascadia** worked with **Sky Valley Associates** and **John Culbertson of MSW Consultants** (working for another firm) to design and conduct a four-part study to quantify and characterize specific waste streams that were identified during the 2003-04 study as containing relatively large amounts of recoverable material. The areas of focus included: (1) waste from specific industry types, including food stores, retail stores, and distribution centers; (2) waste from material recovery facilities (MRFs); (3) construction and demolition waste; and (4) self-hauled waste. The study entailed collecting and characterizing waste samples and associated data from 300 businesses, 12 MRFs and 16 disposal facilities throughout the state. Findings were analyzed and presented with recommendations for each geographical region and season.

### *Waste Characterization Study, Salinas Valley (2006-07)*

For the Salinas Valley Solid Waste Authority, **Cascadia** implemented a major waste characterization study involving three solid waste facilities and waste arriving from six jurisdictions, with an objective to quantify and characterize waste from each jurisdiction. The study involved characterizing and quantifying more than 660 samples using Cascadia's rapid "hybrid" characterization method that incorporates hand-sorting and visual estimation techniques—delivering reliable results in a significantly shortened timeframe. Results of the study are being used to inform waste management policy and

program implementation throughout the Valley and will support efforts to increase diversion and achieve an ambitious 75 percent diversion goal.

### *Base Year Study, Los Angeles County Dept. of Public Works, CA (2006)*

As part of the effort to develop a new solid waste management Base Year Study for Los Angeles County, **Cascadia** conducted a major characterization study of solid waste originating in unincorporated areas of the county. The study involved coordinating with more than 250 businesses in targeted industry groups as well as 50 apartment buildings to obtain and characterize samples of disposed waste. It also involved arranging the interception of waste from 100 single-family curbside setouts and 115 self-haul vehicles upon arrival at disposal facilities. The results of the study have provided the county with precise identification of diversion opportunities throughout its waste stream.

### *Lancaster Landfill Waste Composition Study, Waste Management, Antelope Valley, CA (2006)*

**Cascadia** conducted a waste characterization study for Lancaster Landfill in unincorporated Los Angeles County. This study involved characterizing samples of waste brought by five types of vehicles, including self-hauled and commercially hauled waste. The waste characterization used both hand-sorting and visual estimating methods to produce mean estimates for 58 materials. The data was analyzed by vehicle type and for the overall waste stream. The findings were presented in a concise report to the landfill management.

### *Waste Characterization Studies, Sunshine Canyon Landfill, CA (2002-2005)*

**Cascadia** conducted waste characterization studies twice yearly for Sunshine Canyon Landfill from 2002 to 2005. These studies involved characterizing samples of waste brought in by five types of vehicles. Waste was characterized using both hand-sorting and visual estimating methods. The data was analyzed to produce mean estimates of waste composition for the landfill overall and by vehicle type. The findings were presented in concise reports to the landfill management.

### *“Fantastic Three” Program Evaluation, City of San Francisco, CA (2004)*

**Cascadia** assisted in developing the study design and field data collection protocols for the City of San Francisco’s extensive examination of waste from multiple waste sectors. Our work included the development of a method for identifying waste sectors that distinguish waste from single-family, multi-family, and a variety of commercial origins, as well as input on data recording and management protocols. In addition, Cascadia performed the waste composition calculations for the study.

### *Statewide Waste Characterization Study, CalRecycle (2003-04)*

**Cascadia** designed and implemented this four-season statewide study to further characterize California’s disposed waste. Waste sampling and characterization, supported by **Sky Valley Associates**, took place at 22 landfills and transfer stations distributed among five regions of the state, including specially obtained single-family and commercial garbage collection routes and randomly chosen self-hauled vehicles. In addition to disposal site sampling, Cascadia conducted driver surveys and sampled multifamily waste at selected apartment buildings, condominiums, and housing projects. In total, the study included characterization of 550 waste samples.

### *Statewide Generator Study, CalRecycle (1998-99)*

**Cascadia** and **Sky Valley Associates** conducted this two-season statewide study to determine the amounts and composition of waste from five generating sectors: single-family residential, multifamily residential, commercial, residential self-haul, and commercial self-haul. 400 waste samples were sorted

at 25 disposal sites throughout the state, and 1,280 waste samples were collected from specific business and multifamily waste generators. To estimate the relative proportions of each substream, Cascadia conducted detailed characterizations of waste generated by 26 categories of businesses, surveys of 2,000 vehicle drivers and surveys of 1,280 businesses and apartment complex representatives.

### *Chicago Recycling and Waste Composition Study City of Chicago, IL | 2008*

To provide the City of Chicago with a “big picture” perspective on the progress of its waste diversion and recycling programs, **Cascadia** provided a cost-effective and reliable model of the composition of the City’s residential, institutional, commercial, industrial, and C&D disposed waste. Cascadia was responsible for designing the study and documenting data collection protocols, as well as conducting the statistical analysis of waste characterization data to produce useful findings regarding waste from each source. The study also entailed targeted examination of the waste disposal behavior of five major industry groups that are believed to be responsible for the greatest amounts of waste discarded on a per-employee basis in Chicago: restaurants, office buildings, manufacturing facilities, government facilities, and wholesale distribution facilities.

## ADDITIONAL WASTE CHARACTERIZATION EXPERIENCE

### *Solid Waste Monitoring Services, Seattle Public Utilities (1988-ongoing)*

**Cascadia** has directed this ongoing program since its inception in 1988. This work has included the sampling of residential waste and curbside recycling, as well as commercial and self-haul waste. Cascadia designs sampling plans, oversees field operations, performs statistical calculations, and produces all final documents for the City. Since 1988, Cascadia has worked with **Sky Valley Associates** to characterize over 1,500 samples of residential waste and more than 1,200 samples from Seattle’s residential curbside recycling program. One of the benefits of Cascadia’s approach is that a consistent sampling methodology is maintained over the years, making it possible to identify statistically significant year-to-year changes in composition. Resulting waste characterization data enables the City to: monitor and forecast its waste stream; identify new materials to target for recovery; design and improve its residential, commercial, and self-haul recycling programs; and monitor progress towards diversion goals.

### *Waste Stream Monitoring, King County Solid Waste Division (WA) (1992-ongoing)*

Since 1992, **Cascadia** has managed this multi-year study characterizing all County generated waste delivered to the 10 King County transfer stations. The project has involved the design of a system-wide study for (1) residential and (2) nonresidential waste delivered by franchised haulers, as well as (3) self-hauled waste. Cascadia also designed methodologies to identify and characterize special waste streams such as municipal solid waste, organics (yard/food waste), and construction and demolition for each sector. Transfer station vehicle surveys were conducted and analyzed to further characterize waste by substream, vehicle type and point of origin.

### *Statewide Characterization Study, Wisconsin Department of Natural Resources (2010)*

The Wisconsin Department of Natural Resources (DNR) first conducted a statewide waste characterization study in 2002. In 2009, DNR opted to update this study by conducting waste sampling at 14 of the state’s largest landfills that collectively receive over 70 percent of the state’s waste stream. Wisconsin non-profit Recycling Connections Corporation (RCC) teamed with **MSW Consultants** to update this study. MSW Consultants led the technical portion of the study, with RCC serving as the project administrator and local facility liaison. MSW Consultants worked with RCC to survey all participating landfills to acquire waste delivery data and was responsible for developing the statewide

sampling plan based on the information received. MSW Consultants subsequently managed two month-long seasonal field data collection events in 2009, and tabulated results of the 340 manually sorted samples of municipal solid wastes and 600 visually surveyed loads of C&D debris obtained during the study. The project report contained detailed comparisons with the 2009 and 2002 studies, and was completed in early 2010.

### *Residential Waste and Recyclables Composition Study, City of Philadelphia (2010)*

**MSW Consultants** was selected by the City of Philadelphia to conduct a comprehensive analysis of the current composition of both the residential waste stream as well as residentially collected recyclables, both of which are collected by City of Philadelphia trucks and crews. This project required review of the City's residential refuse and recycling collection routes for the purposes of developing a statistically representative sampling plan for analyzing waste and recyclables generation and composition. MSW Consultants developed a sampling plan and study design document to guide field data collection, which took place over two seasons at the City's transfer station and at a private recyclables processing facility that accepts the City's single stream materials. A total of 420 samples of refuse and recyclables were obtained, sorted and analyzed for this project. The final report included detailed waste characterization profiles, recycling rates and capture rates by targeted material, a comparison of 2000 versus 2010 composition of waste and recyclables, and a comparative analysis of the City of Philadelphia's residential waste alongside residential waste composition from San Francisco, Seattle, Chicago and New York City. The final report was completed in late 2010.

### *Statewide Waste Characterization Study, State of Connecticut DSM Environmental Services (2008)*

**Cascadia** conducted a statewide characterization study of all wastes disposed at Connecticut disposal facilities. Cascadia's findings were presented in graphics depicting the state's waste stream in nine broad material classes: paper; plastic; metal; glass; organics; construction and demolition; household hazardous waste; electronics; and, other waste. Our final report indicated the ten largest areas for additional recovery, along with recommendations for improving the state's current waste management practices and policies. Overall, the team collected and characterized 258 samples from residential, commercial, and industrial sectors.

### *Lakeside Reclamation Landfill Waste Composition Study, Grabhorn, Inc. in Portland, OR (2007)*

**Cascadia** designed and conducted a two-season waste composition study to characterize the amount and types of recyclable materials present in three different types of loads delivered to the Grabhorn Landfill. Cascadia's research team divided the entire waste stream into substreams, facilitating more robust analysis. Loads from three different vehicle types were characterized using a visual volumetric measurement protocol, and sorted according to a list of 66 material types. The final report included a comprehensive description of the sampling procedure, including a discussion of statistical validity and weighting adjustments, and detailed waste composition tables accompanied by qualitative analyses of results. This report is being used to guide the City of Portland's waste management planning.

### *Statewide Waste Characterization Study, Delaware Solid Waste Authority (2006)*

**Cascadia** designed and conducted a characterization study of solid waste discarded at all DSWA transfer stations and landfills to determine the composition of waste by generator category, including residential, commercial, self-haul, and construction and demolition. This yearlong study involved obtaining solid waste from each generator category and applying a statistical surveying and sampling process to obtain percent composition data. In addition, the study obtained information about the percent of various materials from six commercial generator categories, the moisture content of certain

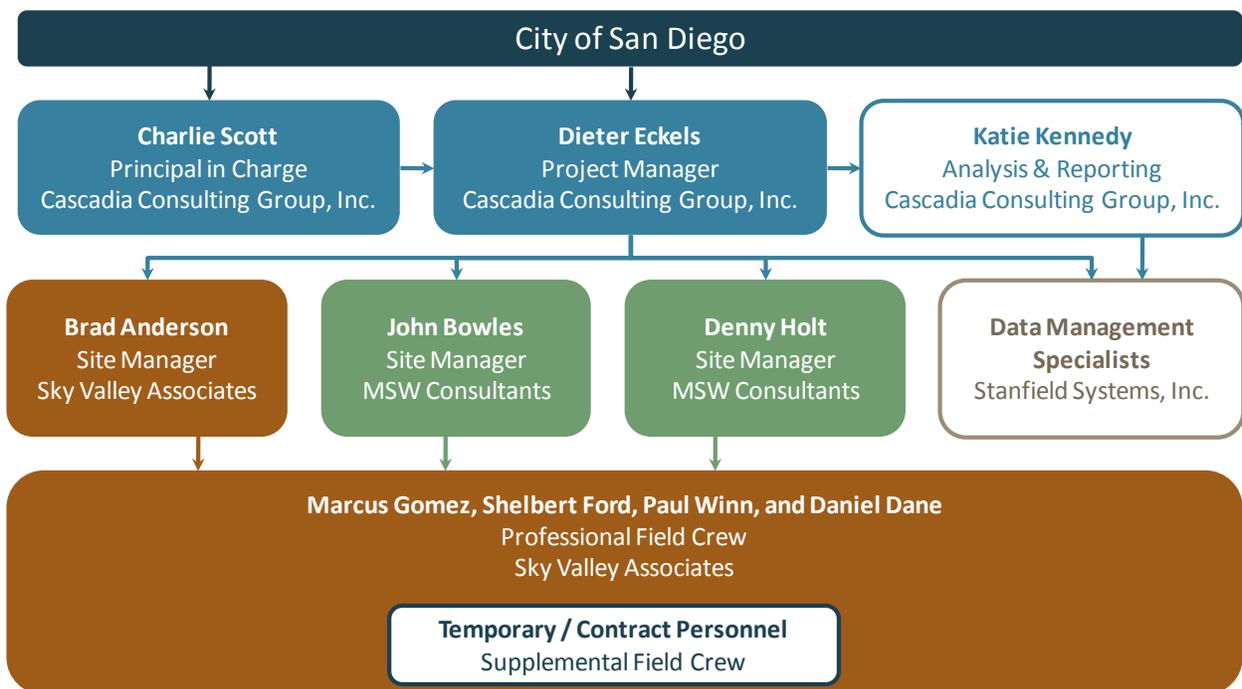
types of waste, and the volume of the organic fraction of the waste stream subject to anaerobic digestion in the landfill. In commissioning this characterization study, the DSWA intended to obtain a complete and clear picture of current disposal at DSWA landfills and transfer stations and to determine feasibility and a framework for potential waste-to-energy facilities throughout the state. Results from the study were compared against the state's only previous statewide study, which occurred ten years prior, as well as against composition studies that have been conducted for other eastern states.

**Residential Waste Characterization Study, City of New York Department of Sanitation (2004-2005)**

As part of this study, which characterized and quantified waste generated in all five boroughs in New York City, **Cascadia** managed and supervised six sampling crews and four sorting crews spread among four transfer stations. Over the quarterly sampling period, Cascadia collected over 4,000 samples from nine unique socioeconomic strata. Sampling of single-family, multi-family, and street-basket refuse and recycling occurred in four seasons. Samples were sorted and weighed into 92 material categories.

**TEAM STRUCTURE**

Below is an organizational chart depicting the names and job titles of our team’s proposed contract administrator (Principal in Charge), project manager, site manager, and other key staff.



Our field sorting crew will be comprised of Cascadia, Sky Valley, and MSW employees who specialize in this work and are deeply familiar with the material categories, research standards, and procedures to be utilized throughout the contract term. We also anticipate utilizing temporary or contract personnel to supplement field work. In recognition of the City’s desire to support and strengthen disadvantaged businesses locally, we have attempted and are open to recruiting local staff but have not yet been able to identify a viable or interested staffing source.

### KEY PERSONNEL

#### *Project Manager*

**Dieter Eckels**, proposed Project Manager, manages data analysis, sample collection, and field personnel for a number of Cascadia projects. He has managed field sampling operations and analyses for several of Cascadia's waste characterization studies, including California's most recent statewide waste characterization study, Washington's statewide roadside litter characterization study, King County's (Washington) Waste Monitoring Program, and a waste characterization study at the Pentagon in Washington, D.C. He has created waste modeling systems for King County, the City of Palo Alto (California), and Spokane, Grant, and Douglas counties (Washington). Dieter managed the recruitment of businesses and apartment buildings for sampling for California's most recent waste generation study, which focused on estimating waste quantity and composition for the commercial and residential sectors. He also managed the survey of apartment building managers for New York City's waste characterization study. Dieter holds bachelor's degrees in Sustainable Resources and Ecology, Evolution and Conservation Biology from the University of Washington.

#### *Principal in Charge*

**Charlie Scott**, Principal and co-founder of Cascadia Consulting Group, brings more than 30 years of experience in solid waste and materials management consulting. Charlie has helped shape recycling and waste management policy in the Pacific Northwest, California, and Hawai'i, managing more than 100 waste disposal, generation, and recycling studies for clients including the cities of Seattle, New York, Chicago, Los Angeles, San Francisco, San Diego, Phoenix, and Honolulu, and the states of Washington, Georgia, Oregon, California, Delaware, Hawai'i, and Wisconsin. Industrial clients have included Weyerhaeuser, Tetra Pak, PACCAR, and others. Charlie also has organized and facilitated focus groups, stakeholder committees, and market commodity groups to assess industry-specific opportunities and barriers to recycling and other resource conservation initiatives. Charlie is a past President of the Washington State Recycling Association (WSRA), and he has served on a number of working groups, including the Beyond Waste working group for Washington State's Climate Action Plan and CalRecycle's working group for establishing a standard solid waste research methodology.

#### *Site Managers*

**Brad Anderson, General Manager at Sky Valley Associates**, has conducted some of the most demanding and comprehensive waste composition sampling programs in the United States. He has 30 years of public works management experience, with more than 23 years devoted to solid waste sampling projects. Spending much of his time in the field, Brad is responsible for the supervision and overall execution of the firm's sampling programs. His experience in the field and his knowledge of sample design allows him to successfully meet the challenges presented by complex logistics and detailed methodologies. Brad's recent waste characterization experience includes studies in Humboldt County (CA), San Bernardino County (CA), Santa Barbara County (CA), King County (WA), the cities of Sunnyvale and Mountain View (CA), the City of Seattle (WA), and the state of Oregon.

**John Bowles** has served as a waste management and recycling analyst with MSW Consultants for five years. During his time with MSW Consultants, John has established comprehensive expertise in the performance of waste characterization analyses, including both field data collection management as well as data analysis, for public and private sector clients. Recent projects include waste characterization studies for Santa Cruz County (CA), the City of San Jose (CA), the city of Philadelphia (PA), Boulder County (CO), and the states of Massachusetts and Wisconsin.

**Denny Holt** brings over 30 years of management experience in the service industry and the past 18 years in solid waste. Denny has overseen multiple waste composition studies over the past ten years for clients including Santa Cruz County (CA), the City of San Jose, the City of Philadelphia (PA), Boulder County (CO), and the states of Massachusetts and Wisconsin.

### *Professional Field Crew*

**Marcos Gomez**, *Senior Field Crew Foreman*, joined Sky Valley Associates in 2003, and began assisting in the daily supervision of sorting activities within a year. He has over 9,400 hours of sampling experience, including samples at the Miramar Landfill. Marcos manages Sky Valley's field crews and assists in staff training.

**Shelbert Ford**, *Senior Field Crew*, was an original crew member when the company was formed, and worked until 1997, when he left to pursue another opportunity. He returned in 2004, and has over 9,500 hours of experience, including samples at the Miramar Landfill.

**Paul Winn**, *Senior Field Crew*, has been with Sky Valley since 2003, working full-time for his first six years, then intermittently while he attends school. He has over 7,400 hours of experience, including samples at the Miramar Landfill.

**Daniel Dane**, *Field Crew*, joined Sky Valley's sorting team in December 2010, and has since logged over 300 hours of sampling experience.

**Following are detailed resumes for each of our key team members. As specified in the RFP, these resumes are provided as un-numbered attachments to this section.**

*Charlie Scott, principal and co-founder of Cascadia, brings more than 25 years of experience in resource management consulting to this project, including the management of major solid waste research, planning, and policy development efforts.*

*Charlie has participated in shaping recycling and waste management policy from New York to Honolulu over the past twelve years. He has managed more than 100 major waste studies, including projects for the California Integrated Waste Management Board, the City of Seattle, King County, the City and County of Los Angeles, LAX, the City of San Diego, the City of Phoenix, the City and County of Honolulu and statewide studies for Washington, California, Oregon, and Wisconsin. His experience also includes managing solid waste, recycling, and composting feasibility, planning, and evaluation projects for cities, counties, states, and facilities.*

*Charlie is past President of the Washington State Recycling Association (WSRA), which represents Washington's recyclers and haulers, and he served on the WSRA/Washington Department of Ecology committee to review and improve the State's methodology for establishing recycling rates.*

## Education

Master of Public Administration,  
Graduate School of Public  
Affairs, University of  
Washington

Bachelor of Arts, Economics, Denison  
University

## Project Highlights

### **Solid Waste Integrated Resources Plan, Los Angeles (CA)**

Served on a team charged with developing a Solid Waste Integrated Resources Plan (SWIRP) from 2008-2009. Led task of identifying existing and planned public and private infrastructure and services. Summarized current infrastructure; Identified opportunities for improvement; Identified alternative waste diversion methods and opportunities for expansion; and Developed 20-year supply projections.

### **Waste Stream Documentation & Analysis, Chicago (IL)**

Served as Principal-in-Charge for the design and development of this 2009 study. Led a targeted examination of the waste disposal behavior of five major industry groups calculated to generate the greatest amounts of disposed waste per employee per week. Led a recycling survey to document effectiveness of current recycling programs.

### **Statewide Waste Study, WA Dept. of Ecology**

Served as Principal-in-Charge of this effort to carry out statewide field sampling research on municipal solid waste (MSW) generated within the state. The outcome of this study was a statistically defensible assessment of the sources and supplies of targeted materials in Washington's various waste sectors.

### **Statewide Study of Targeted Waste Streams, CalRecycle**

Coordinated this four-part study to quantify and characterize certain waste streams that are believed to contain relatively large amounts of recoverable material, including: waste from specific industry types, including food stores, retail stores, and distribution centers; waste from MRFs; construction and demolition waste; and self-hauled waste.

### **Statewide Waste Study, Wisconsin**

Directed assessment of Wisconsin's residential, industrial/commercial/institutional, and construction & demolition waste and recycling streams. Studied material flows into 14 landfills throughout five regions of the state. Prepared final report documenting material composition and quantity for each substream, hauler, and the five state regions.

### **Fantastic 3 Evaluation, City of San Francisco (CA)**

Directed study for the City of San Francisco's extensive examination of waste, designed to evaluate citywide recycling programs, including the newly implemented Fantastic Three program.

### **Recycling Effectiveness Study, Los Angeles County (CA)**

Managed this broad assessment of the effectiveness of LA County's residential sector waste reduction and recycling programs. Responsibilities included overseeing the information gathering and data collection. The final report documents diversion rates from the residential sector, evaluates single-family and multi-family programs, and makes recommendations for future program enhancements.

### **Ongoing Waste Stream Composition Study, Seattle (WA)**

Has served as Principal-in-Charge for this ongoing study since its inception in 1988. His role consists of designing sampling plans, overseeing field operations, and reviewing all statistical calculations and final documents. The results of this research are used to help design and improve Seattle's residential curbside collection program.

*Dieter Eckels, Associate, manages waste modeling, data analysis, sample collection, and recruitment needs for a number of projects. He has created sector specific waste generation and composition models for the city of Palo Alto, California, as well as for Douglas, Grant, Spokane, and Lewis counties in Washington State. For the past several years Dieter has applied a custom algorithm to smooth fluctuations in reported recycling tons for King County, and create commodity specific collection forecasts. He has managed the collection of thousands of samples for clients like the Pentagon, New York City, the State of California, King County, and the city of Palo Alto.*

*Dieter has also hand sorted or visually characterized loads of garbage, recyclables, food waste and construction/demolition debris at businesses and public facilities across the country including California, Arizona Washington, D.C., and Washington State. He has recruited businesses for an e-waste recycling program in Snohomish County, and recruited businesses as well as multi-family complexes for a waste characterization study in Los Angeles County.*

*As a member of Cascadia's quality assurance/quality control (QA/QC) committee, Dieter is involved in the data entry and analysis for many research projects including the Pentagon Waste Characterization Study, King County's Waste Monitoring Program, and a waste characterization study for Chandler, AZ.*

## Education

BS in Sustainable Resources,  
University of Washington, 2004  
BS in Ecology, Evolution and  
Conservation Biology,  
University of Washington, 2004

## Project Highlights

### **Statewide Waste Composition Study, Washington Department of Ecology, 2009-present**

Providing data management for this effort to carry out statewide field sampling research on municipal solid waste (MSW) generated within the state of Washington. Study is being conducted at 10 waste transfer and disposal sites throughout Washington over the course of two to four seasons.

### **Waste Monitoring Program, King County Solid Waste Division, 2004-present**

Managed collection of more than 7,000 surveys at King County transfer stations. Coordinated data entry and data clean up, and completed analysis of the recycling and customer satisfaction surveys. Produced final reports summarizing data collected by multiple strata, including city, type of waste hauled, zip code, and type of residence.

### **Statewide Waste Characterization Study, CIWMB, 2004-09**

Supervised hands on waste characterization work, including collecting multifamily generator samples and recording data from multifamily waste generators. Conducted visual characterizations of residential, commercial, and self-hauled loads arriving at disposal facilities. Managed field work, keeping records of samples collected, and making adjustments to keep project on track to reach targeted quotas.

### **Waste Characterization Study, Salinas Valley, 2007**

Developed and implemented a multi city, multi season waste characterization study. Managed the collection and characterization of more than 600 samples. Created detailed data entry and analysis databases. Produced final report summarizing collected data by multiple strata including season, city, and waste stream.

### **Pentagon Waste Characterization Study, Department of Defense, 2007**

Developed sampling plan and managed collection of samples. Coordinated logistics with DOD contract manager and loading dock staff. Supervised data entry, analysis, and seasonal reporting.

### **Base Year Planning, County of Los Angeles, 2006**

Managed recruitment of 400 business and multi family complexes for a generator based waste study. Created custom data entry database.

### **Zero Waste Plan, City of Palo Alto, 2006**

Directed collection of samples from selected businesses. Managed logistics for a team of six. Developed model to characterize the waste streams of several industry sectors and city government offices.

### **Statewide Waste Characterization Study, CIWMB, 2004-2005**

Field tested new C&D visual estimation method. Recruited businesses for generator study. Assisted with waste composition analysis and report writing.

### **Waste Characterization Study, City of New York, 2004-2005**

Directed field surveying efforts apartment buildings in four boroughs. Director of sampling for latter half of the study. Directed collection of over 2,000 samples by a team of 14 people at six disposal sites.

*Katie Kennedy, Senior Associate, has managed a wide variety of research and data analysis projects for government and business clients. With a background in data management and analysis and environmental education, Katie has overseen the smooth implementation of recycling potential assessments, waste characterization studies, implementation and outreach plans, and qualitative surveys and interviews. Recent clients include King County, California Integrated Waste Management Board, Washington Department of Ecology, Pierce County, the City of Seattle, TetraPak, Sunshine Canyon Landfill, Starbucks Coffee Company, and Luke Air Force Base. Katie researched and wrote the flooring report for the environmentally preferable purchasing task of Washington State's Beyond Waste Project, and worked with King County to draft green home remodeling content for their EcoConsumer website. Katie is a nationally certified Sustainable Building Advisor (cSBA).*

*Katie's background is in data management and analysis, as well as environmental education.*

## Education

Bachelor of Science in Biology, 1998,  
University of Puget Sound,  
Tacoma, WA

Nationally certified Sustainable Building  
Advisor (cSBA).

## Project Highlights

### **Seattle Waste and Recycling Composition Studies, Seattle Public Utilities, 2004-Present**

Manages waste and recycling composition studies of residential, commercial, and self-haul waste and residential recycling. Coordinates monthly sampling events with haulers and disposal stations; manages data collection, entry, and reporting tasks; analyzes results, and prepares final report.

### **Disposal Characterization Study, City of Tacoma, 2009-2011**

Managed this study for the City of Tacoma to provide statistically significant composition data and analysis for waste processed at the city's landfill. This study, the first of Tacoma's waste stream since 1997, is providing the city with vital data to evaluate current diversion programs and design new programs.

### **Waste Characterization Study, City of Chicago (IL), 2009**

Managed this effort to provide a cost-effective and reliable estimate of the composition of the City's residential, institutional, commercial, industrial, and C&D disposed waste. Responsible for designing the study and documenting data collection protocols, as well as conducting the statistical analysis of waste characterization data.

### **Statewide Waste Composition Study, Washington Department of Ecology, 2009**

Participating as a field researcher and supervisor for statewide field sampling research on municipal solid waste (MSW) generated within the state of Washington. Study is being conducted at 10 waste transfer and disposal sites throughout Washington over the course of two to four seasons.

### **Targeted Statewide Waste Characterization Study, California Integrated Waste Management Board, 2005-2009**

Managed construction & demolition (C&D) and self-haul tasks for this targeted waste study. Oversaw creation of guide to conduct visual sampling of C&D waste for use by local jurisdictions. Coordinated surveying and recruited and coordinated sampling with 14 disposal sites in California. Directed analysis and writing final report for these two tasks, which provides data for planning at state and local levels.

### **Lakeside Reclamation Waste Characterization Study, Portland, OR, 2007**

Managed the design and implementation of a two-season waste-composition study in three types of loads delivered to the Lakeside Reclamation Landfill in Portland, OR. The final report included a comprehensive description of the sampling procedure, statistical validity and weighting adjustments, and detailed waste composition tables accompanied by qualitative analyses.

### **Sunshine Canyon Waste Characterization, 2004-2005**

Managed a twice-yearly waste characterization study of Sunshine Canyon Landfill in California. Studies involved characterizing waste tipped by five vehicle types using hand-sorting and visual methods. Analyzed data to produce mean estimates of waste composition for the landfill overall and by vehicle type, presented in concise reports.

## **J. Brad Anderson**

General Manager

Sky Valley Associates

**Brad Anderson** has conducted some of the most demanding and comprehensive waste composition sampling programs in the United States. He has 30 years of public works management experience, with more than 23 years devoted to solid waste sampling projects. Spending much of his time in the field, Mr. Anderson is responsible for the supervision and overall execution of the firm's sampling programs. His experience in the field and his knowledge of sample design allows him to successfully meet the challenges presented by complex logistics and detailed methodologies.

Brad's recent waste characterization experience includes:

### **Waste Characterization Study, Humboldt County, CA, 2011-present**

Conducting sampling in support of the County's Solid Waste Management Plan.

### **Waste Characterization Study, King County, WA, 2011-present**

Conducting sampling as part of the County's on-going Waste Monitoring Program.

### **Waste Characterization Study, San Bernardino County, CA, 2010**

Performed sampling of wastes arriving at various County disposal facilities.

### **Waste Characterization Study, Cities of Sunnyvale and Mountain View, CA, 2010**

Conducted samplings of wastes and MRF residuals at the Regional disposal and processing facility.

### **Waste Characterization Studies, Seattle Public Utilities, WA, 2010**

Performed monthly sampling of residential waste and curbside recyclables.

### **Statewide Waste Composition Study, Oregon Department of Environmental Quality, 2009-2010**

Managed this sampling of statewide wastes and Portland-area curbside recycling programs.

### **Disposal Characterization Study, City of Tacoma, WA, 2009-2010**

Conducted sampling of wastes arriving at the City's primary disposal facility.

### **Waste Composition Study, Santa Barbara County, CA, 2009**

Conducted sampling of wastes arriving at the County's primary landfill.

## **Education and Credentials**

- B.S. Construction Management, Washington State University

## **Previous Experience**

- Owner and General Manager, Sky Valley Associates, 1992-present

### Experience Summary

- ✓ 5 years as a planning consultant the waste management and recycling industry
- ✓ Has performed field inspections for solid waste facilities throughout Florida, and has managed field data collection efforts for multiple waste characterization studies.

### Education

- ✓ B.S. Environmental Resource Management and Planning, **University of West Florida**

### Key Skills

- ✓ Waste Composition Field Operations
- ✓ Waste Composition Data Management
- ✓ Financial Analysis and Modeling
- ✓ Operational Budgeting
- ✓ Ordinance/Statute/Regulatory Review
- ✓ Service Contracting
- ✓ Landfill/Facility Compliance Inspection
- ✓ Collection System Operational Evaluation

Mr. Bowles has served as a waste management and recycling analyst with MSW Consultants for five years. During his time with MSW Consultants, John has established comprehensive expertise in the performance of waste characterization analyses, including both field data collection management as well as data analysis, for public and private sector clients. Prior to work for MSW Consultants John has ten years' experience with the Florida Department of Environmental Protection and a stint as facility superintendent for the New Smyrna Beach Utilities Commission Advanced Wastewater Treatment Facility.

### Select MSW Consultants Project Experience

**Santa Cruz County, (CA) Waste Composition Study (2009):** John served as the Crew Chief for the two season waste composition study for Santa Cruz County, CA that included sampling within the City of Santa Cruz and the City of Watsonville.

**City of San Jose, (CA) Commercial Waste Characterization Study (2008):** Mr. Bowles served as the Crew Chief for the field data collection effort of 120 loads of commercial waste generated from the City of San Jose commercial sector.

**City of Philadelphia, Pennsylvania – Residential Waste Composition Analysis (2010):** Mr. Bowles served as the Crew Chief for this two-season, eight week field data collection effort. In this role, he trained and managed the sorting crew in the 43 proper material category definitions, sorting procedures, and weigh-out procedure. He provided ongoing sorting quality control and was responsible for all data recording. Mr. Bowles also managed and organized sort data for entry into the waste composition models used by the firm to conduct the statistical analysis of the waste stream.

**Boulder County, Colorado – Waste Composition Study (2010):** John Bowles served as the Crew Chief for this two-

season, two week field data collection effort. In this role, he trained and managed the sorting crew in proper material category definitions; sorting procedures; and weigh-out procedure. He provided ongoing sorting quality control and was responsible for all data recording. Mr. Bowles also managed and organized sort data for entry into the waste composition models used by the firm to conduct the statistical analysis of the waste stream.

**Wheelabrator – Waste Characterization Analyses at Massachusetts WTE facilities (2010):** John served as the Crew Chief for this single-season, three week field data collection effort. In this role which involved sorting waste from two generator sectors, Mr. Bowles trained and managed the sorting crew in proper material category definitions; sorting procedures; and weigh-out procedure. He also provided ongoing sorting quality control and was responsible for all data recording. Mr. Bowles also managed and organized sort data for entry into the waste composition

**Wisconsin – Statewide Waste Characterization Study (2009/10):** Mr. Bowles served as the Crew Chief for this two-season, six week field data collection effort. In this role, he trained and managed the sorting crew in proper material category definitions; sorting procedures; and weigh-out procedure. He provided ongoing sorting quality control and was responsible for all data recording. Mr. Bowles also managed and organized sort data for entry into the waste composition models used by the firm to conduct the statistical analysis of the waste stream.

**Mecklenburg County – Commercial Waste Visual Characterization (2008)**

Mr. Bowles performed visual characterization analysis of incoming commercial waste loads from businesses thought to be generated significant quantities of wood pallets, clean wood, and corrugated cardboard. This effort was part of a broader project to evaluate the generation, recovery, and markets for these materials. Visual characterizations were performed over a one-week period at the County's Foxhole Landfill.

**Delaware Solid Waste Authority – Statewide Waste Characterization Study (2007)**

Mr. Bowles served as both field supervisor and crew chief throughout this four season, statewide field data collection effort that encompassed six disposal facilities spread across Delaware.

**Larimer County – Two-Season Waste Composition Study (2007)**

Mr. Bowles conducted the field data collection effort and performed the statistical analysis of a two season waste composition study and incoming vehicle gate survey for the County. This analysis was completed in 2007.

**Montgomery County Public Schools – Four-Season Waste Composition Study (2006)**

Mr. Bowles performed the statistical analysis of a four season waste composition study for the Montgomery County school system. This analysis entailed development of the mean, standard deviation, and confidence intervals for sampled wastes from elementary, middle, and high schools throughout the County.

### Experience Summary

- ✓ 30 years as a planning consultant in the waste management and recycling industry
- ✓ Has performed multiple waste characterization studies in numerous states throughout the nation.

### Education

- ✓ B.S. Business Administration, **Delaware Valley University**, 1977
- ✓ 24 Master's level credits in Business Administration, **LaSalle University**, 1980-1982

### Additional Waste Composition Project Experience

- ✓ City of San Jose, CA – Waste Characterization Study.
- ✓ Santa Cruz County, CA – Residential and Commercial Waste Composition Analysis
- ✓ Delaware Solid Waste Authority – Statewide WCS
- ✓ Montgomery County, MD – Public School System Waste Composition Analysis

With over 30 years of management experience in the service industry and the past 18 years in solid waste, Mr. Holt specializes in development of efficient collection systems. He spent the last 15 years with a regional hauler focusing on the development, implementation and performance of municipal residential waste and recycling contracts. Mr. Holt has also overseen multiple waste composition studies over the past ten years including several recent projects as described below.

### Recent Waste Composition Project Experience

**Santa Cruz County, (CA) Waste Composition Study (2009):** Mr. Holt served as the Field Supervisor for the two season waste composition study for Santa Cruz County, CA, including sampling within the City of Santa Cruz and the City of Watsonville.

**City of San Jose, (CA) Commercial Waste Characterization Study (2008):** Denny served as the Field Supervisor for the field data collection effort of 120 loads of commercial waste generated from the City of San Jose commercial sector.

**City of Philadelphia, Pennsylvania – Residential Waste Composition Analysis (2010):** Mr. Holt served as the Field Supervisor for this two-season, eight week field data collection effort. In this role, he managed the sampling and interviewing of incoming loads of waste selected for sorting; served as liaison to the host facility operations manager; performed visual surveys of bulky waste loads and C&D debris loads; and assisted the Crew Chief with sort area management.

**Boulder County, Colorado – Waste Composition Study (2010):** Denny Holt served as the Field Supervisor for this two-season, two week field data collection effort. In this role, he managed the sampling and interviewing of

incoming loads of waste selected for sorting; served as liaison to the host facility operations manager; performed visual surveys of bulky waste loads and C&D debris loads; and assisted the Crew Chief with sort area management.

**Wheelabrator – Waste Characterization Analyses at Massachusetts WTE facilities (2010):** Mr. Holt served as the Field Supervisor for this single-season, three week field data collection effort. In this role, he managed the sampling and interviewing of incoming loads of waste selected for sorting from two generator sectors; served as liaison to the host facility operations manager; performed visual surveys of bulky waste loads and C&D debris loads; and assisted the Crew Chief with sort area management.

**Wisconsin – Statewide Waste Characterization Study (2009/10):** Denny Holt served as the Field Supervisor for this two-season, six week field data collection effort. In this role, he managed the sampling and interviewing of incoming loads of waste selected for sorting; served as liaison to the host facility operations manager; performed visual surveys of bulky waste loads and C&D debris loads; and assisted the Crew Chief with sort area management.

### Experience Summary

- ✓ 18 years as a planning consultant in the waste management and recycling industry
- ✓ Successfully performed and managed consulting engagements for over 40 municipalities nationally

### Education

- ✓ B.A. Economics, **Yale University**

### Select Professional Affiliations

- ✓ Technical Advisor for Waste Management Industry, **Garson Lehman Group Council of Advisors**, 2004-present
- ✓ Member, **Solid Waste Association of North America**, 2000 - present
- ✓ Member, **National Recycling Coalition**, 2004 - present

### Key Skills

- ✓ Strategic/Master Planning
- ✓ Financial Analysis and Rate Development
- ✓ Procurement Assistance and Contract Negotiation
- ✓ Waste Composition and Generation Analysis
- ✓ Recycling Program Development

Mr. Culbertson has dedicated his career to providing waste management and recycling consulting services to federal, state, county and city governments and organizations in Florida and across the nation. His expertise encompasses all aspects of the waste management industry, including solid waste system planning and strategic analysis; financial analysis and system funding; procurement assistance and contract negotiation; collection efficiency and routing; transfer and long-haul logistics; MRF operations and efficiency; waste stream and waste generation analysis; and a wide range of information management and statistical analysis. Mr. Culbertson is the firm's QA/QC manager and also manages its Orlando, Florida office.

### Select Project Experience

**City of San Jose, (CA) Commercial Waste Characterization Study (2008):** For the San Jose waste characterization study, Mr. Culbertson developed the commercial sampling plan, managed the analysis of the results, and served as the lead author for the section describing the commercial waste composition outcome.

**Covanta Energy, West Wareham, (MA) Multi-Season Waste Characterization Study for SEMASS and Springfield Facilities (2010):** John Culbertson performed a four season waste composition study for the SEMASS (summer and winter) and Springfield (spring and fall) waste-to-energy facilities in Massachusetts. Mr. Culbertson developed the waste characterization protocol for this project which involved sampling from two waste generator sectors. In addition, John served as the project statistician and lead report developer for the project.

**City of Philadelphia, (PA) Residential Waste Composition Analysis (2010):** In 2010, John Culbertson performed a waste composition analysis of the residential curbside municipal waste and single stream recyclables collected by the City. The City performed a similar study in 2000, whereby they evaluated the composition of the residential waste stream in a four season waste characterization study. For the most recent study, Mr. Culbertson developed the representative sampling plan to capture refuse and curbside

recyclables samples from 12 collection districts at two facilities, spread over two seasonal sampling events.

**Department of Natural Resources, (WI) Statewide Waste Characterization Study (2009/10):** In 2002/2003 the Wisconsin Department of Natural Resources performed a state-wide waste characterization analysis. For the 2009/2010 update, Mr. Culbertson developed the representative sampling plan to capture 960 samples from 3 waste generator sectors from 14 facilities, spread over two seasonal sampling events. Mr. Culbertson further managed the statistical analysis of results and was the primary author of the study report.

**Boulder County, (CO) Waste Composition Study (2010):** Mr. Culbertson developed the representative sampling plan to capture samples from three waste generator sectors from two

facilities, spread over two seasonal sampling events. Mr. Culbertson further managed the statistical analysis of results and was the primary author of the study report.

**Montgomery County, (MD) Business Waste Audits (2007):** Mr. Culbertson developed the waste audit protocol and served as lead author and QC officer for five business waste audits conducted on behalf of Montgomery County.

**Montgomery County, (MD) County-wide Waste Composition Study (2005 & 1998):** Mr. Culbertson served as the project manager and statistician for the County's 2005 waste composition study update. He was responsible for development of the sampling plan, data analysis, and report development. Previously, he served in the same roles and also performed on the field data collection team in the County's 1998 study

**Charlotte County, (FL) Waste Generation Study and Multi-family Assessment Evaluation (2001):** Mr. Culbertson managed two separate projects to assist Charlotte County in the administration of their residential solid waste special assessment. The first involved an eight-week field study to defensibly measure the single family and multi family waste generation rates that were required to set the County's special assessment. The second project was performed to assess the County's contract collection costs for multi-family dwellings against the contract rates.

### Experience Summary

- ✓ 30 years in the waste management/recycling industry
- ✓ Collection System Optimization and Waste Composition Expert

### Select Professional Affiliations

- ✓ SWANA, 2006 to present
- ✓ Professional Recyclers of Pennsylvania, 2000 to present
- ✓ Montgomery County, MD Solid Waste Advisory Committee, 1998 - 2001

### Key Skills

- ✓ Operations Management
- ✓ Collection Efficiency and Automated Technology
- ✓ Procurement Assistance and Contract Negotiation
- ✓ Waste Characterization
- ✓ Solid Waste Fleet Management
- ✓ Facility Conceptual Design & Feasibility Studies

### Education

- ✓ Meteorology coursework (2.5 years), State University of New York at Oswego
- ✓ Business Management coursework, Siena College, Albany, NY

MSW Consultants founder and President Walt Davenport has worked in the public and private sectors of the solid waste management industry as a team leader, technical expert, operations specialist, and problem solver. His early career in the private sector was characterized by his ability to increase productivity and profitability, improve customer and employee satisfaction, and negotiate and manage contracts. Since the early 1990s, Mr. Davenport has shifted his consulting focus by assisting dozens of state, county, and city clients across the nation as a subcontractor and, since 2005, as the president of the firm. With extensive experience in collection efficiency and routing, waste composition and generation studies, facility and collection system management and operations, and as a senior business manager, Mr. Davenport brings a wealth of knowledge and resources for the benefit of the firm's clients.

### Select Project Experience

**Santa Cruz County, (CA) Waste Composition Study (2009):** Walt served as the Project Manager and sort team leader for the two season waste composition study for Santa Cruz County, CA, including sampling within the City of Santa Cruz and the City of Watsonville.

**City of San Jose, (CA) Commercial Waste Characterization Study (2008):** Walt served as the Project Manager and sort team leader for the field data collection effort of 120 loads of commercial waste generated from the City of San Jose commercial sector.

**City of Philadelphia, (PA) Residential Waste Composition Analysis (2010):** Mr. Davenport served as the client liaison and field operations manager for the City of Philadelphia project. He was responsible for the planning and coordination of all field data collection, including site visits to two host facilities, planning the on-site operations, supervising the training and the sorting team, and recruiting of haulers to deliver targeted loads. He also provided ongoing management and troubleshooting throughout the project.

**Boulder County, (CO) Waste Composition Study (2010):** Mr. Davenport served as the client liaison and field operations manager for this project. He was responsible for the planning and coordination of all field data collection during the two season waste sort, including site visits to two host facilities (one transfer station and one landfill), planning the on-site operations, supervising the training and the sorting team, and recruiting of haulers to deliver targeted loads. He also provided ongoing management and troubleshooting throughout the project.

**Wheelabrator – Waste Characterization Analyses at Massachusetts WTE facilities (2010):** Mr. Davenport served as the field operations manager for the Wheelabrator waste sort. He was responsible for the coordination of all field data collection during the single season waste sort, including site visits to three host facilities, planning the on-site operations, supervising the

training and the sorting team, and recruiting of haulers to deliver targeted loads. He also provided ongoing management and troubleshooting throughout the project.

**Department of Natural Resources, (WI) Statewide Waste Characterization Study (2009/10):** Mr. Davenport served as the client liaison and field operations manager for Wisconsin waste characterization study. He was responsible for the planning and coordination of all field data collection, including site visits to the 14 host facilities, planning the on-site operations, supervising the training and the sorting team, and recruiting of haulers to deliver targeted loads. He also provided ongoing management and troubleshooting throughout the project.

**Montgomery County, (MD) Business Waste Audits (2007):** Walt was the field auditor for a total of five business waste audits conducted on behalf of Montgomery County. He audited a gas station, a university campus, a country club, a shopping center, and one of the buildings on the NIH campus.

**Montgomery County, (MD) Waste Characterization Study (2005 & 1998):** Working as a subcontractor, Walt Davenport organized and managed field sampling and sorting operations for the County's four-season waste characterization study on two separate iterations. Mr. Davenport served as the field supervisor for all four seasonal sorts, which took place at the Montgomery County Transfer Station, each of which included sampling and sorting a total of 300 samples of residential and commercial waste.

## Cost Proposal Table

### BASELINE APPROACH

COST PROPOSAL RFP EP	
Description of the Cost for 3-Season waste study as specified in Scope of Work:	Total Cost
Task 1	\$34,000
Task 2	\$240,000
Task 3	\$28,000
Task 4	\$17,250
OPTIONAL 3-season automated greenery contamination study as specified in Scope of Work Task 5	\$11,250

COST PROPOSAL PART 2 RFP EP	
Description of Cost for Task 2 ONLY:	Cost per Sample
Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work Task 2.	\$365
Per sample cost for observational sample of self-haul vehicle as specified in Scope of Work Task 2.	\$81

### RECOMMENDED APPROACH

COST PROPOSAL RFP EP	
Description of the Cost for 3-Season waste study as specified in Scope of Work:	Total Cost
Task 1	\$34,000
Task 2	\$286,500
Task 3	\$28,000
Task 4	\$17,250
OPTIONAL 3-season automated greenery contamination study as specified in Scope of Work Task 5	\$11,250

COST PROPOSAL PART 2 RFP EP	
Description of Cost for Task 2 ONLY:	Cost per Sample
Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work Task 2.	\$369
Per sample cost for observational sample of self-haul vehicle as specified in Scope of Work Task 2.	\$81



## City of San Diego Purchasing & Contracting Department Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID:

[ID Number will be provided by City]

### Firm Info:

Firm Name:   
(as reported on W9)  Cascadia Consulting Group, Inc.

Firm Address:  1109 First Avenue, Suite 400

City:  Seattle State:  WA Zip:  98101

Phone:  (206) 343-975 Fax:  (206) 343-9819

Taxpayer ID:  91-1589555 Business Tax Certificate:

Website:  www.cascadiaconsulting.com

### Contact Info:

Contact Name:  Charlie Scott

Title:  Principal

Email:  charlie@cascadiaconsulting.com

Phone:  (206) 449-1120 Cell:  (206) 369-2377

**Alternate Address (if different from above) to Receive Remittance:**

Mailing Address:

City:  State:  Zip:

**Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address:

City:  State:  Zip:

### Contractor Licenses (if applicable)

License Number:  License Type:

License Number:  License Type:

License Number:  License Type:

**Contractor/Vendor Registration Form – Page 2**

**Firm Name:**  
(as reported on W9)

Cascadia Consulting Group, Inc.

**Product/Services Information:**

NIGP Codes:

\* 91843 (Environmental Consulting)

\*find list of available NIGP Codes at <http://www.sandiego.gov/purchasing> OR request hard copy from Purchasing & Contracting

**The City requires this information for statistical purposes only.**

**Ethnicity:**

Ethnicity:

\* Caucasian American

\* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

**Ownership Classification**

Classification:

\*

\*select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
DBE	(Disadvantaged Business Enterprise)

	DVBE	(Disabled Veteran Business Enterprise)
	SLBE*	(Small Local Business Enterprise)
	8(a)	(Small Business Administration 8(a) Enterprise)
	SDB	(Small Disadvantaged Business Enterprise)
	LBE	(Local Business Enterprise)
	MLBE	(Micro Local Business Enterprise)
	SBE	(Small Business Enterprise)
	MBE	(Minority Business Enterprise)
	ELBE*	(Emerging Local Business Enterprise)
	UDBE	(Underutilized Disadvantaged Business Enterprise)
	DPBT	(Persons With A Disability or Disabilities Business Enterprise)
	LGBT	(Lesbian, Gay, Bisexual, Transgender Business Enterprise)
	EBE	(Emerging Business Enterprise)

\* Requires certification by the City of San Diego Equal Opportunity Contracting Office.

**Certified by an Agency?**     **No**     **Yes** (enter Certification Number and Certifying Agency below)

Certification #:  Expiration Date:

Agency:

Certification #:  Expiration Date:

Agency:

California State Tax Permit #:

Please mail this form to: Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

or fax to: 619-236-5904

Attachment 2

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance*

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

Waste Characterization Study

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**B. BIDDER/CONTRACTOR INFORMATION:**

Cascadia Consulting Group, Inc.	N/A
Legal Name:	DBA:
1109 First Ave, Suite 400	Seattle 98101
Street Address:	City: State: WA Zip:
Charles Scott, Principal	206-449-1120 206-343-9819
Contact Person, Title:	Phone: Fax:

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 **Yes**             **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?  
 **Yes**             **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

**Corporation** Date incorporated: 03/04/1993 State of incorporation: Washington

List corporation's current officers: President: Marc Daudon  
Vice Pres: Charlie Scott  
Secretary: Amity Lumper  
Treasurer: Marc Daudon

Is your firm a publicly traded corporation?  Yes  No

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

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**Limited Liability Company** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

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**Partnership** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

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**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

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**Joint Venture** Date formed: \_\_\_/\_\_\_/\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 **Yes**     **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 **Yes**     **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 **Yes**     **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?  
 **Yes**     **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 **Yes**     **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
 **Yes**     **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 **Yes**     **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes     No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

**I. TYPE OF SUBMISSION:** This document is submitted as:

Initial submission of *Contractor Standards Pledge of Compliance*.

Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.**

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.**

Charles R. Scott, Principal

June 29, 2011

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**City of San Diego Purchasing & Contracting Department**  
**CONTRACTOR STANDARDS**  
*Pledge of Compliance Attachment "A"*

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

**Richard Gertman, Principal at Cascadia Consulting Group, was formerly the Owning Principal of Environmental Planning Consultants (EPC), based out of San Jose, California. Richard and his entire staff elected to join Cascadia in 2010, allowing us to open a California office and grow our services in Southern California and the Bay Area.**

**EPC no longer exists as a separate business entity. Its previous operating address (currently Cascadia's California office) was listed as:**

**1046 West Taylor St., Suite 208**

**San Jose, CA 95126**

**T (408) 249-0691 F (408) 249-0681**

Attachment 3

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**

**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101

**COMPANY INFORMATION**

Company Name: Cascadia Consulting Group, Inc.	Contact Name: Ann Boustead
Company Address: 1109 First Avenue, Suite 400, Seattle, WA, 98101	Contact Phone: 206-449-1142
	Contact Email: ann@cascadiaconsulting.com

**CONTRACT INFORMATION**

Contract Title: Waste Characterization Study	Start Date:
Contract Number (if no number, state location): City of San Diego, California	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

- The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:
- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
    - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
    - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
  - Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
  - Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
  - Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
  - Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)] Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Charles R. Scott 06/29/2011

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Name/Title of Signatory
Signature
Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:                      EBO Analyst:                       Approved       Not Approved – Reason:

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## Attachment 4. Equal Opportunity Contracting Program Proposer Requirements

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The following pages are organized as follows:

Section I. City's Equal Opportunity Commitment

Section II. Nondiscrimination in Contracting Ordinance

- A. Proposal Documents to include Disclosure of Discrimination Complaints
- B. Contract Language
- C. Contract Disclosure Requirements

Section III. Equal Opportunity Outreach Program

- A. Nondiscrimination in Employment
- B. Work Force Report (Attachment AA)
- C. Equal Opportunity Employment Plan

Section IV. Small and Local Business Requirements

- A. Subcontractors List (Attachment BB)
- B. Subcontractors Letters of Commitment
- C. Contract Activity Report (Attachment CC)

Section V. Demonstrated Commitment to Equal Opportunity

- A. Required Information

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## Section I. City's Equal Opportunity Commitment

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Cascadia shares the City of San Diego's strong commitment to equal opportunity for employees and Subcontractors. We have taken positive steps to diversify and expand our solicitation base and offer consulting opportunities to all eligible Subcontractors.

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## Section II. Nondiscrimination in Contracting Ordinance

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Cascadia understands and complies with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.

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### A. PROPOSAL DOCUMENTS TO INCLUDE DISCLOSURE OF DISCRIMINATION COMPLAINTS

Cascadia affirms that no complaint has ever been filed or is currently pending against our firm in a legal or administrative proceeding alleging discrimination against employees, Subcontractors, vendors, or suppliers.

---

### B. CONTRACT LANGUAGE

The following language will be included in contracts for City projects between Cascadia and any Subcontractors, vendors, and suppliers:

Cascadia shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Cascadia shall provide equal opportunity for Subcontractors to participate in opportunities. Cascadia understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

---

### C. CONTRACT DISCLOSURE REQUIREMENTS

Upon the City's request, Cascadia agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Consultant has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Consultant for each subcontract or supply contract. Cascadia further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517.

Cascadia understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the firm up to and including contract termination, debarment and other sanctions.

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## Section III. Equal Employment Opportunity Outreach Program

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Cascadia shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. We have submitted with our proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP). This Report is provided on the following page.

City of San Diego

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209



**WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

**Section 1.01 CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Cascadia Consulting Group, Inc.

ADA/DBA: n/a

Address (Corporate Headquarters, where applicable): 1109 First Avenue, Suite 400

City: Seattle County: King State: WA Zip: 98101

Telephone Number: ( 206) 343-9759 Fax Number: (206) 343-9819

Name of Company CEO: Charlie Scott

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Type of Business: Environmental Consulting Firm Type of License: Business

The Company has appointed: Ann Boustead

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1109 First Avenue, Suite 400 | Seattle, WA 98101

Telephone Number: ( 206) 449-1142 Fax Number: (206) 343-9819

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Cascadia Consulting Group, Inc.

(Firm Name)

King County Washington

(County)

(State)

hereby certify that information provided

herein is true and correct. This document was executed on this 29th day of June, 2011.

(Authorized Signature)

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Cascadia Consulting Group, Inc. DATE: June 29, 2011

OFFICE(S) or BRANCH(ES): Seattle (Managing Office) COUNTY: King County, WA

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial									1			2		
Professional						2					12	25		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support						1					1			
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column						3			1		13	27		
--------------------	--	--	--	--	--	---	--	--	---	--	----	----	--	--

Grand Total All Employees	44
---------------------------	----

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: Cascadia Consulting Group, Inc. DATE: June 29, 2011

OFFICE(S) or BRANCH(ES): Seattle (Managing Office) COUNTY: King County, WA

**I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:**

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.<sup>1,3</sup> In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

## TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

Refer to this table when completing your firm’s Work Force Report form(s).

### **Management & Financial**

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

**Architecture & Engineering, Science, Computer**

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

**Technical**

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

**Sales**

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Crafts**

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

**Operative Workers**

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

**Laborers**

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

**Exhibit B: Work Force Report Job categories-Trade****Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

**Carpenters****Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers****Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

**Electricians****Elevator Installers and Repairers****First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers
---

**Glaziers****Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**

Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

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## **A. NONDISCRIMINATION IN EMPLOYMENT**

Cascadia shall not discriminate against any employee or applicant for employment on any basis prohibited by law. We shall provide equal opportunity in all employment practices and will make every effort to ensure that our subcontractors comply with this program.

Nothing in this Section shall be interpreted to hold Cascadia liable for any discriminatory practice of its subcontractors.

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## **B. WORK FORCE REPORT**

If based on a review of the Work Force Report (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then Cascadia agrees to submit an Equal Employment Opportunity (EEO) Plan to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval.

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## **C. EQUAL EMPLOYMENT OPPORTUNITY PLAN**

Cascadia understands that if an Equal Employment Opportunity Plan is required, the Program Manager of EOCP will provide a list of plan requirements to Cascadia.

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## **Section IV. Small and Local Business Program Requirements**

The Subcontractor Participation List, Subcontractor Commitment Letters, and Contract Activity Report Form are provided in the pages that follow.

## ATTACHMENT BB SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor’s letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	SLBE/ELBE (* / MBE/ WBE/DBE/ DVBE/OBE)	** WHERE CERTIFIED
Sky Valley Assoc.	Sampling	31 - 35%	\$102,000-\$132,500	N/A	
MSW Consultants	Sampling	22 - 23%	\$71,250 - \$85,250	N/A	
Stanfield Systems	Data Mgmt	3%	\$11,250	DVBE	California Dept. of General Services

\* Listed for informational purposes only.

\*\* Consultant shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

- |  |      |
|--|------|
| Certified Minority Business Enterprise         | MBE  |
| Certified Woman Business Enterprise            | WBE  |
| Certified Disadvantaged Business Enterprise    | DBE  |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise                      | OBE  |
| Small Local Business Enterprise                | SLBE |
| Emerging Local Business Enterprise             | ELBE |



June 24, 2011

Charlie Scott  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

Dear Charlie:

Sky Valley Associates has always provided a workplace free from discrimination of any kind. As you know, our workforce always represents a diverse mixture of personnel, such that I am often the only person in our company not represented by the various EEO classifications.

Sixty percent of the staff proposed for the San Diego Landfill Characterization Study fall under the classifications typically identified for EEO consideration, including our field crew foreman.

We remain committed to providing a work environment free from discrimination, and will continue to provide opportunity to anyone who can prove themselves capable.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Brad Anderson", with a long horizontal line extending to the right.

J. Brad Anderson  
General Manager



June 24, 2011

Charlie Scott  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

Dear Charlie:

Sky Valley Associates is committed to working as a subcontractor to Cascadia Consulting Group to fulfill our role in the San Diego Landfill Characterization Study scope of work, as outlined in our shared proposal submittal.

As in past projects, our objective throughout the duration of the contract will be to ensure quality, efficiency, productivity, and a positive working relationship with Cascadia and our client.

We look forward to working with you once again.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Brad Anderson", with a long horizontal line extending to the right.

J. Brad Anderson  
General Manager

# MSWCONSULTANTS

June 24, 2011

Charlie Scott  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

Dear Charlie:

MSW Consultants is committed to working as a subcontractor to Cascadia Consulting Group to fulfill our role in the San Diego Landfill Characterization Study scope of work, as outlined in our shared proposal submittal.

As in past projects, our objective throughout the duration of the contract will be to ensure quality, efficiency, productivity, and a positive working relationship with Cascadia and our client.

We look forward to working with you once again.

Sincerely,

**MSW CONSULTANTS, LLC**



Walt Davenport  
President

WD/ld



June 27, 2011

Charlie Scott  
Cascadia Consulting Group, Inc.  
1109 First Avenue, Suite 400  
Seattle, WA 98101

Subject: Participation as a Subcontract Partner with Cascadia Consulting Group, Inc.  
on San Diego Waste Characterization Study.

Dear Mr. Scott,

Stanfield Systems, Inc. is pleased to confirm our participation as a subcontract partner with Cascadia Consulting Group, Inc. on the subject proposal. Along with this confirmation is our commitment to fulfilling the requirements of the subject RFP as delegated by our prime contracting partner and in accordance with proposed contract terms, conditions, and exhibits. We have been asked to provide Data Entry and Analysis support to the Cascadia Consulting Group, Inc. effort, should you be fortunate enough to be selected to provide the San Diego Waste Characterization Study solution to the City of San Diego.

As in past projects, our objective throughout the duration of the contract will be to ensure quality, efficiency, productivity, and a positive working relationship with Cascadia and your client.

Stanfield Systems, Inc. is a California certified Small Business and DVBE that has been meeting the information technology needs of government, commercial, and non-profit organizations in California and across the United States since January 2000. Our current certifications as a Small Business and DVBE can be confirmed with the Department of General Services. Our reference number is 23905, and both certifications expire in the fall of 2011.

Very respectfully,

A handwritten signature in black ink, appearing to read "Christopher A. Nail".

Christopher A. Nail  
Business Manager

---

A Service-Disabled Veteran-Owned Small Business

718 Sutter Street, Suite 108  
Folsom, CA 95630-2561

[www.StanfieldSystems.com](http://www.StanfieldSystems.com)

Phone: (916) 608-8006  
Fax: (916) 608-0657

**ATTACHMENT CC**

**CONTRACT ACTIVITY REPORT**

Consultants are required by contract to report SubContractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

**PROJECT:** Waste Characterization Study      **PRIME CONTRACTOR:** Cascadia Consulting Group, Inc.  
**CONTRACT AMOUNT:** \_\_\_\_\_ **INVOICE PERIOD:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Include Additional Services Not-to-Exceed Amount

SubContractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Sky Valley Associates	N/A					\$102,000-132,500	31-35%
MSW Consultants	N/A					\$71,250 - 85,250	22-23%
Stanfield Systems, Inc.	SBE; DVBE					\$11,250	3%
Prime Contractor Total:						\$146,000 - 148,000	39-44%
Contract Total:						\$330,500 - 377,000	100%

Completed by: TBD

---

## Section V. Demonstrated Commitment to Equal Opportunity

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### A. REQUIRED INFORMATION:

#### 1. OUTREACH EFFORTS.

Having conducted more than 100 waste characterization studies within California and across the West Coast over the past two decades, Cascadia has built strong, positive working relationships with its partners at Sky Valley, MSW, and Stanfield Systems. Given our experience working together, we have the utmost confidence in our ability to provide solid, streamlined services that offer a very high standard of quality at a comparably low cost.

**Sky Valley Associates** is an equal opportunity employer offering a diverse crew of solid waste professionals who have characterized over *48,000 samples* since 1992, totaling over *7.5 million pounds* of hand-sorted material. The diverse team proposed for this project represents over *51,000 hours* of combined field experience. **MSW Consultants** is an 11-person EEO firm which provides solid waste research and planning services with Cascadia and independently to cities, counties, and states nationwide. **Stanfield Systems, Inc.** is a Federal and California-Certified Small Business, a Federal Service-Disabled Veteran-Owned Business (SDVOB), and California - Certified Disabled Veteran Business Enterprise (DVBE) who has provided data management services for Cascadia on several prior studies.

While these three partners together with Cascadia bring to San Diego County an experienced, well-rounded, and diverse crew of professionals, **we have also made a concerted effort to supplement our team with local staff.** To this end, we have downloaded the City's list of business entities meeting SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE requirements to try to identify someone to provide local temporary sort labor, and performed the following steps:

**Performed a search through all city-certified companies using the keywords "staffing," "temporary," and "labor."** Through this process we identified one firm that identified as a professional recruiter, but did not do temporary staffing.

**Revisited the list and scrolled down the list of companies to identify any that appeared to provide field-related operations or services,** such as construction, site preparation, structure-related services, water/sewage maintenance, etc. Through this effort we identified six firms that appeared to fit our needs. Although we made repeated attempts to contact these firms, we received no call-backs. Given the number and clarity of our messages, we attributed the lack of response to a lack of interest.

**Contacted the San Diego Regional Minority Supplier Diversity Council.** While the name of this organization is promising, we learned that it is primarily targeting large companies as there is a \$5,000 membership fee just to get access to their database of qualified MBE firms.

(A list of contacts and documentation of these efforts can be made available upon request.)

Although we were unable to identify qualified and available candidates to augment our team within the limits of the proposal timeline, we remain open to recruiting qualified local candidates during the course of the contract, training existing County personnel, and otherwise engaging local talent to ensure that the County is able to meet its commitment to supporting local business.

## 2. PAST PARTICIPATION LEVELS.

While Cascadia does not have recent experience working with local San Diego based firms, we do regularly partner with small, disadvantaged, and women/minority owned businesses across the West Coast to provide high quality services to our clients.

Cascadia began a systematic effort to track potential partners for our sustainability work in mid-2009, mirroring our clients' efforts to ensure that all businesses have access to public sector contracts. Since then, we have maintained a list of small firms and community organizations that offer not just complementary skills and services, but expand Cascadia's ability to serve a wider, more diverse population.

In the past three years, we have contracted with the following certified OWMBE firms on projects ranging from solid waste research to commercial technical assistance to residential direct install, community education and outreach, and social marketing.

Subcontractor		Project Name	Project Type	Project Value	Subcontractor % Participation
Candace Chin	Woman and minority, sole proprietor	Seattle Public Utilities Commercial Sector Outreach 2010	Outreach and Technical Assistance	456,000.00	1.20%
Candace Chin	Woman and minority, sole proprietor	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	0.95%
Candace Chin	Woman and minority, sole proprietor	Seattle Public Utilities Resource Venture 2011, Element B	Outreach and Technical Assistance	250,500.00	3.13%
Lance Grob <i>Batba</i>	Minority and sole proprietor	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	0.98%
Lance Grob <i>Batba</i>	Minority and sole proprietor	Seattle Public Utilities Resource Venture 2011, Element B	Outreach and Technical Assistance	250,500.00	3.13%
<i>Dynamic Language</i>	WMBE	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	5.14%
Alma Kern <i>Filipino Community Center of Seattle</i>	Non-profit/community center	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	0.53%

Subcontractor		Project Name	Project Type	Project Value	Subcontractor % Participation
Tsegaye Gebru <i>Horn of Africa</i>	Non-profit/community center	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	1.82%
Nhan Nguyen <i>Nhan Nguyen Consulting</i>	Minority and sole proprietor	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	185,000.00	4.26%
Nhan Nguyen <i>Nhan Nguyen Consulting</i>	Minority and sole proprietor	Seattle Public Utilities Resource Venture 2011, Element B	Outreach and Technical Assistance	250,500.00	3.00%
<i>Sound Resolutions</i>	WBE	Washington Department of Health Water Sector Coordinating Council Facilitation	Policy and Facilitation	\$4,848.00	60.59%
<i>Sound Resolutions</i>	WBE	Washington Department of Health Water Sector Specific Plan	Policy and Facilitation	\$32,525.00	46.31%
<i>Blackmore Consulting,LLC</i>	Woman and sole proprietor	Puget Sound Partnership Obstacles and Watershed Workshops	Policy and Facilitation	\$23,806.00	71.85%
<i>Blackmore Consulting,LLC</i>	Woman and sole proprietor	Puget Sound Salmon Recovery Council Facilitation	Policy and Facilitation	\$68,380.00	57.03%
<i>Blackmore Consulting,LLC</i>	Woman and sole proprietor	WRIA 17 Facilitation & Project Management	Policy and Facilitation	\$33,816.00	75.12%
<i>T.D.Wang Advertising Group LLC</i>	WMBE	Seattle Public Utilities Resource Venture 2011, Element A	Outreach and Technical Assistance	\$170,630.00	7.79%
<i>Parsons Public Relations</i>	WBE	Seattle Public Utilities Friends of Recycling Multi-Family Food Waste Training and Education	Education and Outreach	\$92,800.00	2.44%

Subcontractor		Project Name	Project Type	Project Value	Subcontractor % Participation
<i>Parsons Public Relations</i>	WBE	Seattle Public Utilities Green Gardening Program 2009	Education and Outreach	\$96,501.00	7.98%
<i>Parsons Public Relations</i>	WBE	Seattle Public Utilities Green Gardening Program 2010	Education and Outreach	\$116,000.00	6.85%
<i>Parsons Public Relations</i>	WBE	Pierce County Green Gardening Program	Education and Outreach	\$632.00	77.11%
<i>Stanfield Systems, Inc.</i>	WBE, DVBE	CIWMB Statewide Waste Composition	Waste Composition Study	\$97,771.54	15.34%

A full list of past and current OWMBE partners can be made available upon request.

### 3. EQUAL OPPORTUNITY EMPLOYMENT.

Cascadia is committed to being an Equal Opportunity Employer and actively encourages applicants from diverse backgrounds to apply. All of our job announcements include an EEO statement, and we consistently advertise in multiple media in order to ensure our recruiting methods reach a wide spectrum of applicants. We provide outreach to college campuses and offer informational interviews to interested parties. During the recruitment process itself, we have multiple individuals assist in the resume screening and interviewing process to obtain multiple perspectives on a candidate. We also have different levels of review to include a telephone screen, submitting a writing sample, an in-person interview, a prepared presentation, as well as responding to how s/he would approach a scenario related to the job for which s/he is applying. This process allows an applicant multiple opportunities to display his/her strengths.

Cascadia was founded in 1993 by Charlie Scott and Marc Daudon, who continue to serve as Principals. To provide advancement and leadership opportunities, Cascadia formed a Senior Management Team (SMT), which is responsible for leadership, staff supervision, and strategic direction. The Principals have consistently advocated for, and appointed, a third member to serve on the SMT and have an equal part in decision-making. The current third member of the SMT is a woman, and the previous SMT members have also been women. In recognition of their business aptitude and skills and to promote retention and encourage future leaders, five female and two male Senior Associates were provided with the opportunity become equity partners; five women have accepted the offer and have begun to purchase ownership shares. Cascadia plans on to add additional equity partners over the next five years, and the company has also expanded its ownership in the form of an Employee Stock Ownership Program (ESOP). Cascadia strives to recruit applicants from diverse backgrounds for job openings, as described below.

Cascadia's Equal Opportunity Employment policy and Equal Benefits policy are documented in our employee handbook and integrated into all recruitment, hiring, and training exercises.

#### *Official Policy Language*

##### *Equal Opportunity Employment*

Cascadia Consulting Group, Inc. is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, sex, sexual orientation, age, marital status, national origin, ancestry, disability, veteran status, or other categories protected by law. Cascadia Consulting Group's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination and social, educational and recreational programs.

Cascadia Consulting Group will not tolerate any form of discrimination, and all employees are expected to fully cooperate in implementing this policy. If you believe this policy has been violated, report the matter immediately to your supervisor or the HR coordinator.

##### *Appendix N: Affirmative Action Plan*

Cascadia Consulting Group, Inc. is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, sex, sexual orientation, age, marital status, national origin, ancestry, disability, veteran status, or other categories protected by law. Cascadia Consulting Group's policy regarding equal employment opportunity applies to all aspects of employment, including

recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination and social, educational and recreational programs.

To ensure equal employment opportunity, Cascadia takes the following measures:

- 1) Equal and fair treatment is provided to all employees regardless of race, color, religion, sex, sexual orientation, age, marital status, national origin, ancestry, disability, veteran status, or other categories protected by law.
- 2) A complete workforce profile which records employees by race or ethnicity, gender, and job classification is maintained and reviewed annually.
- 3) All employees are advised at time of employment that Cascadia is an Equal Opportunity / Reasonable Accommodation Employer and that hiring, promotion or demotion is based only on the individual's qualifications and ability to perform the work.
- 4) Cascadia cooperates with and supports apprenticeship training programs based on strict non-discrimination.
- 5) Cascadia's HR Coordinator serves as the Equal Employment Officer who is authorized to supply reports and represent Cascadia in all matters regarding this affirmative action plan.
- 6) The Equal Employment Officer is responsible for :
  - a. Seeking to use minorities, females, and disabled individuals to the same degree as all others, based on the following factors.
    - i. Percentage of minorities, females, and disabled individuals in the company's workforce as compared with the labor market in the area.
    - ii. Local available of minorities, females, and disabled individuals having the skills we employ.
    - iii. Availability of promotable minorities, females, and disabled individuals in our company.
    - iv. Existence of training institutions to train minorities, females, and disabled individuals in the area.
    - v. The internal skills training our company offers for minorities, females, and disabled individuals.
  - b. Supervision of periodic audits of employment practices including: (1) applicant flow, (2) promotion, and (3) training.
  - c. Contacts with recruitment sources for qualified minorities, females, and disabled individuals. Notification to employees regarding promotions or vacancies to ensure equal opportunity.
  - d. Instruction of all supervisory personnel regarding their responsibility for equal employment opportunity and non-discrimination requirements.
  - e. Periodic reviews with all supervisory personnel to ensure that the program is being implemented at all levels.

### *Equal Benefits*

Cascadia Consulting Group does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners. Whenever possible, Cascadia provides employees' domestic partners equal access to benefits provided to employees' spouses.

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## **4. COMMUNITY ACTIVITIES.**

Cascadia's approach to community involvement is included in our mission statement as a goal of ***"balancing corporate profitability with personal pursuits and community involvement."***

To this end, Cascadia maintains a strong presence in our local and regional communities, both as a firm and as individuals. As a firm, Cascadia makes regular contributions of time and resources to organizations such as:

- California Resource Recovery Association
- California Refuse and Recycling Council
- Californians Against Waste
- Climate Solutions
- Coalition of Organic Landscape Professionals
- Facing Climate Change
- Nash's Organic Produce
- National Recycling Coalition
- Northern California Recycling Association
- Northwest Harvest
- Northwest Product Stewardship Council
- Product Policy Institute
- Sail Sand Point
- Seward Park Environmental and Audubon Center
- Sightline Institute
- Tacoma Nature Center
- Washington State Recycling Association
- Washington Toxics Coalition

Individually, Cascadia staff are active as volunteers, board members, and involved citizens. Cascadia supports individual volunteer and community involvement activities by ensuring a flexible work environment, allowing staff to prioritize time and activities to suit their workload and personal choices. Cascadia has been awarded the prestigious Alfred P. Sloan Award for Business Excellence in Workplace Flexibility in 2008, 2009, 2010, and has been nominated for 2011.

The Sloan Award is administered by a nationwide initiative—When Work Works—to bring research on workplace effectiveness and flexibility into community and business practice. Successful applicants must rank in the top 20% of US employers in terms of their programs and practices for creating effective and flexible workplaces. Two-thirds of the score is derived from confidential employee surveys.



## THE CITY OF SAN DIEGO

Via email : [Charlie@Cascadiaconsulting.com](mailto:Charlie@Cascadiaconsulting.com)

Mr. Charlie Scott, Principal  
Cascadia Consulting Group, Inc  
1109 First Avenue, Suite 400  
Seattle, WA 98101

July 29, 2011

Dear Mr. Scott:

Subject: Waste Characterization Study, RFP No. 10015022-11-W

In Accordance with the subject RFP, the City invites you to revise your price proposal and submit a Best and Final Offer. You should not rely on having additional opportunities to discuss, negotiate, and adjust your price proposal further. If a revised price proposal is not provided, your original price proposal shall be construed as your Best and Final Offer.

The Technical Evaluation Committee has completed its assessment of the technical and cost proposals. Thank you for submitting a proposal, which is in the running. The Evaluation Committee was impressed by the offered "Alternative #2: Recommended Approach" and agreed with the value added to the study through this approach. However, the cost proposal for "Alternative 2: Recommended Approach" made by your firm is significantly above the budget for this project.

We have a few clarifications and want to give you a chance to review the numbers and pricing. In order to reduce the costs of this project please take the following clarifications in to consideration:

- 1) Task 5, Automated Greenery Contamination Study, is expected to be a negative sort. The City desires to sort for only two material categories for this task: major contamination, and minor contamination. The remainder material not sorted out in to those two categories would be deemed clean yard waste. Some examples of individual materials that would be included in the definition of major contamination are: glass, treated-wood, and hazardous product containers. Some individual examples of materials that would be included in the definition of minor contamination are: newspaper, cloth/clothing, and fake plants. Below is a photo example of how City staff has conducted similar negative sorts. Major contaminants were placed on the "shelves" of the Tink bucket, while minor



**Purchasing & Contracting Department**  
**Business Office & Support Services**

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contaminants placed on the bucket floor. Will this clarification affect your proposed cost for this task?



- 2) In clarifying Task 1, Design Protocol and Develop Plan, the City would like to provide the following table. Since the last waste characterization study (2000) the City has worked to improve its automated weighing system, and staff is able to quickly assign tonnage to individual generating sectors. This example assigns data from Calendar Year 2009. The data we assemble for this study will also include the necessary breakouts for vehicle type, which are already a tracked component of the Automated Weighing System. This should be a much easier process than in the 2000 study.

City RAD Totals							849,383
Assigned Generating Sector	Percent of City Disposal	Percent of RAD Tonnage	Total Tons	Breakout of Tons	Description	Source of tonnage figure	Asumptions for futher breakouts
			<b>306,955</b>		<b>Collections-WMLF</b>	RAD	
Residential- Single Family			263,950		85.99% of Total Single family		Used 99 Waste Comp. % distribution of routes
Residential- Multi family			33,919		11.05% of Total Multi family		
Commercial			9,055		2.95% of Total Small Business		
			<b>26,462</b>		<b>Collections-Other LF</b>	Diverted tonnage report	Tonnage disposed at other landfills
Residential- Single Family			22,755		85.99% of Total Single family		Used 99 Waste Comp. % distribution of routes
Residential- Multi family			2,924		11.05% of Total Multi family		
Commercial			781		2.95% of Total Small Business		
City Dept.			<b>48,502</b>		<b>City Depts.</b>	RAD	
City Dept.			<b>5,544</b>		<b>WRAD</b>	RAD	Code Clean-ups and Programs
Commercial			<b>95,697</b>		<b>Bus. Non-residential</b>	RAD	
			<b>21,514</b>		<b>Fee Exempt</b>	RAD	
Residential- Single Family			11,716.21		Semi-end Dump trucks	RAD	Curbside Residue
Residential- Single Family			9,797.92		Open Top Drag/Compactors, and Other vehicles	RAD	LF passes, community clean-ups, Charities
			<b>335,694</b>		<b>Franchise Haulers (City)</b>	RAD	
Commercial			167,000		Open Top, Compactors, Semi-end dump		Assume 100% Commerical
Commercial			<b>168,689</b>		<b>Packers</b>		50% to commercial, 50% to multi-
Residential- Multi family			84,344				Self-haul residential
			<b>35,477</b>		<b>Residents (City)</b>	RAD	
Residential- Single Family			17,738.60		Single-family		50% to single family, 50% to
Residential- Multi family			17,738.60		Multi-family		
<b>Military RAD Totals</b>							<b>47,926</b>
			<b>42,488</b>		<b>Navy Contract Haulers</b>	RAD	Used monthly update/ AB939 fee report to calculate % of total Navy tonnage to assign within City
Military			37,389		88% of Total disposed at WMLF is assigned to City of San Diego		
			<b>5,438</b>		<b>Navy Self-Haul</b>	RAD	
Military			4,786		88% of Total disposed at WMLF is assigned to City of San Diego		

<b>NON-City RAD Totals</b>			<b>10,350</b>
6,958	Bus. Non-residential	RAD	
1,745	Franchise Haulers	RAD	
1,647	Residents (NON-City)	RAD	Self-haul residential (Non-City)
<b>City MSW Disposed at Other LF</b>			<b>487,614</b>
<b>429,101</b>			<b>Vehicle Types</b>
		Assume these vehicles comprise 50% of incoming tonnage at other LF's( As seen in WMLF Franchise	Assume 100% Commercial
Commercial	214,550.31	Open Top vehicle Drag/Compactors composition)	
		Assume these vehicles comprise 50% of incoming tonnage at other LF's( As seen in WMLF Franchise vehicle	50% to commercial, 50% to multi-family
	214,550.31	Packers composition)	
Commercial		107,275	
Residential- Multi Family		107,275	
	<b>58,514</b>	Self haul	is 22% of total City MSW disposed at other landfills
Commercial	42,715	Business	73%
Residential- Multi Family	15,799	Residential	27%
Residential- Single Family	7,899		Assume 50% single family,

In examining the cost for each task, it is noticed that Task 2, Conduct Field Sampling and Visual Observations, is more than 75% of the total cost for the project. Due to the high percent this task contributes to the overall cost, the City invites your firm to re-examine the cost per sample for the Recommended Approach as a part of the Best and Final Offer.

The Technical Evaluation Committee commends the Recommended Approach offered in your firm's proposal and hopes that you will submit a Best and Final Offer on or before August 12, 2011.



William Broderick, CPPB  
Purchasing & Contracting Department



August 5, 2011

William Broderick  
Purchasing & Contracting Department  
1200 Third Avenue, Suite 200  
San Diego, CA 92101

Dear Mr. Broderick:

Thank you for the opportunity to provide a revised scope and cost estimate for our "Alternative 2: Recommended Approach." This letter presents an adjusted scope of work and associated costs for our Best and Final Offer. Based on the Evaluation Team's comments, we revised three tasks.

- **Task 1: Design Protocol and Develop Plan.** In place of the kick-off meeting plus three in-person meetings, our Best and Final Offer includes an in-person kick-off meeting plus one additional in-person meeting to visit Miramar Landfill. Our project team is available for as many conference calls as are needed to coordinate with City and landfill staff and prepare for field sampling. Additionally, we have reduced hours for this task to reflect the City's improved ability to track tonnage data by generating sector and vehicle type. Reducing the number of in-person meetings and the time needed to analyze tonnage data *results in a cost savings of \$11,500.*
- **Task 2: Conduct Field Sampling and Visual Operations.** To reduce costs for this task, the majority of the project budget, we reduced field work hourly rates for Cascadia and our subcontractors. The new cost estimate reflects the same amount of work at lower hourly rates. Reducing hourly rates for field work staff *results in a cost savings of \$24,000.*
- **Task 5: Conduct Greenery Contamination Study.** Based on additional detail provided in the city's July 29<sup>th</sup> letter, we have reduced our estimate of hours needed to prepare for and complete the sorting work. Reducing our hours for this task *results in cost savings of \$2,500.*

The impact on the overall budget is a savings of \$38,000. A revised cost proposal for our "Alternative 2: Recommended Approach" is attached to this letter.

In addition to the revisions described above, we are more than willing to adjust the scope of work, as needed, to meet San Diego's budget requirements.

We look forward to hearing from you soon and please call if you have further information needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Scott", with a long horizontal flourish extending to the right.

Charlie Scott, Principal  
Cascadia Consulting Group, Inc.

# Proposal to Conduct a Waste Characterization Study

Response to City of San Diego RFP No. 10015022 -11-W

## Cost Proposal Table

### RECOMMENDED APPROACH

#### COST PROPOSAL RFP EP

Description of the Cost for 3-Season waste study as specified in Scope of Work:	Total Cost
<b>Task 1</b>	\$22,500
<b>Task 2</b>	\$262,500
<b>Task 3</b>	\$28,000
<b>Task 4</b>	\$17,250
OPTIONAL 3-season automated greenery contamination study as specified in Scope of Work <b>Task 5</b>	\$8,750

#### COST PROPOSAL PART 2 RFP EP

Description of Cost for Task 2 ONLY:	Cost per Sample
Per sample cost for MSW 200 lbs sorted sample as specified in Scope of Work <b>Task 2</b> .	\$314
Per sample cost for observational sample of self-haul vehicle as specified in Scope of Work <b>Task 2</b> .	\$69