



# City of Sausalito

## Department of Public Works

420 Litho Street, Sausalito, CA 94965

(415) 289-4180 (Voice)

(415) 339-2256 (Fax)

DATE: November 08, 2016

Subject: RFP – Multi-Family Waste Characterization Sample Study

The City of Sausalito is seeking proposals from qualified firms to provide professional services for a small scale waste characterization study targeting multi-family buildings of 5 units or more. The required services are described in the Scope of Work and are open to modification based on vendor suggestions and budget constraints. The study is being funded by the Marin County Hazardous and Solid Waste Management Joint Power Authority's ("JPA") Zero Waste Cycle 6 Grant ("Grant"). The amount of the Grant and the maximum amount available for this study is \$11,823. No additional funding will be available for this study.

### Scope of Work:

Develop a methodology, in concurrence with the Sausalito Sustainability Commission, ("Commission") to characterize, as efficiently as possible, a sampling of landfill waste disposed by Sausalito residents living in multi-family buildings in fiscal year 2017, (July 2016 – June 2017). The purpose of the characterization is to provide a reasonably accurate and precise disposal characterization of a dedicated subset of material to allow the selected consultant to:

- Measure the amount of recoverable material not diverted from the waste stream collected from the sample population,
- Understand the level of participation (percentage overall) in green waste and recycling programs from the sample population,
- Compare findings, if feasible, to relevant data collected in the 2013 Waste Characterization Study residential diversion rates,
- Make specific recommendations to assist the City of Sausalito and Bay Cities Refuse Service ("BCRS") in recovering these materials with the intent of meeting the Marin County Hazardous and Solid Waste Management JPA's 2025 Zero Waste Goal.

The selected consultant will:

- Perform the characterization study of the sample population, collect and share the data, prepare a summary report (document findings including what percentage of waste sampled could be recycled or composted), and provide recommendations as to where the City should spend resources to achieve the JPA's 2025 Zero Waste Goal.

- Disposal percentages will be quantified at a minimum by agreed upon material categories.
- Conduct the study ideally during the spring season (March 2017).
- Coordinate with Sausalito's solid waste handler BCRS and transfer station (Golden Bear Transfer) for identifying and sorting materials.
- Utilize sampling, extrapolation and other standard industry techniques for the most accurate waste characterization possible given the budget.
- Ensure during data collection and analysis that all disposal is from the designated area within Sausalito, double counting is eliminated, and conversion factors used are appropriate and restricted wastes are handled properly.
- Analyze data and characterize disposal in a report. The report shall include specific recommendations for meeting the JPA's 2025 Zero Waste Goal, and provide recommendations for follow up study.

The JPA's "Final Draft Zero Waste Feasibility Study" should be used to assist in preparation of the characterization study and may be found on the JPA's website

<http://zerowastemarin.org/assets/Toolkits/FinalDraftZeroWasteFeasibilityStudy012710.pdf>.

Another resource is the City of Sausalito Waste Characterization Study of June 2013 available on the city's website <http://www.ci.sausalito.ca.us/index.aspx?page=155>.

The confidentiality and privacy of documents or personal information found in the waste stream must be assured. No documents can be read or removed from the sorting area. If waste is to be transported to another location to be sorted then it must be stored and disposed of securely.

The selected consultant shall anticipate meeting with members of the Commission to agree on the characterization study requirements prior to starting the sampling.

Selected consultant shall anticipate meeting with the members of the Commission to review the draft document.

**Deliverables:**

A draft characterization study shall be provided for review and comment prior to preparation of the final document. One non bound reproducible copy and an editable electronic version (Microsoft Word 2007 compatible) of the draft document shall be submitted to the City for review by the Commission and City staff.

Two bound copies, one non bound reproducible copy and an electronic version of the final document shall be submitted to the City.

**Schedule:**

The study is being funded by the Marin County Hazardous and Solid Waste Management JPA's 2016 – 2017 Zero Waste Grant. The grant term ends **May 1, 2017**. The final document shall be received and all costs for the study shall be incurred prior to this date.

**Form of Proposal:**

Cover Letter, estimate of time and cost to perform services, resumes of proposed staff, relevant information about the firm and references from similar projects completed within the last three (3) years.

The cover letter must be signed by the person authorized to negotiate a contract for proposed services with the City.

The estimate of time and cost to perform services should include a description of tasks anticipated to provide the services outlined above and to meet the project objectives, schedule and budget.

**Proposal Submittal:**

Provide a digital proposal, in a pdf format, **no later than 5:00 P.M.** on the response date listed below. To transmit by email, the digital proposal must be under five (5) MB in size and may be sent to [adavidson@ci.sausalito.ca.us](mailto:adavidson@ci.sausalito.ca.us).

Proposals shall be signed by an authorized employee in order to receive consideration.

The City of Sausalito will not be responsible for proposals delivered to a person or location other than that specified herein.

The City reserves the sole right to reject any and all proposals and to waive any informality in the selection of professional services.

All proposals, whether selected or rejected, shall become the property of the City of Sausalito.

The cost of proposal preparation shall be that of the preparer and shall not be paid by the City of Sausalito.

**Selection Process and Award Criteria:**

The City of Sausalito and the Commission will evaluate all proposals submitted. It is uncertain if interviews will be made. In the event they are the City will notify the prospective candidates to arrange meeting times and dates.

The City of Sausalito will exercise its discretion in selecting a firm.

The City of Sausalito reserves the right to award a contract to the firm that presents the proposal which, in the sole judgment of the City, best serves the community's interest.

The City of Sausalito reserves the right to reject any and all proposals, to waive minor irregularities in proposals, or to negotiate minor deviations with the successful firm.

A sample agreement is attached that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to perform the work will be required to comply with these terms.

**Responses date is 12/2/2016.** Questions about the project work scope or other issues will be responded to between date of issuance and 11/28/2016. Questions and answers will be posted on the City of Sausalito's website: <http://www.ci.sausalito.ca.us/index.aspx?page=2057> under the RFP. It is the proposer's responsibility to refer back to this location for the duration of the advertisement to stay up to date. All questions shall be submitted by email to Andrew Davidson, [adavidson@ci.sausalito.ca.us](mailto:adavidson@ci.sausalito.ca.us).

Thank you for your consideration.

City of Sausalito Sustainability Commission,  
Andrew Davidson, Senior Engineer  
[adavidson@ci.sausalito.ca.us](mailto:adavidson@ci.sausalito.ca.us).  
(415) 289-4180

Attachments:  
Sample Professional Services Agreement

**CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT**

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and \_\_\_\_\_ (hereinafter "Consultant") having its principal place of business at \_\_\_\_\_.

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**Section 1. Scope of Work**

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full, and summarized as:

*A small scale waste characterization study targeting multi-family buildings of 5 units or more and funded by the Marin County Hazardous and Solid Waste Management Joint Power Authority's ("JPA") Zero Waste Cycle 6 Grant ("Grant"). The amount of the Grant and the maximum amount available for this study is \$11,823. No additional funding will be available for this study.*

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

**Section 2. Responsible Individual.**

The individual directly responsible for the performance of the duties of Consultant is \_\_\_\_\_. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

**Section 3. Work Schedule.**

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

**Section 4. Compensation.**

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated on a time- and materials reimbursable basis, subject to the Rate Schedule included in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full, and against a budget of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_) which shall include Consultant's reimbursable expenses and markup and shall not

be exceeded without the express approval of the City as provided for in Section 5 below. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

#### **Section 5. Amendments.**

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

#### **Section 6. Independent Contractor - Subcontractors.**

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. Consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

#### **Section 7. Consultant's Responsibility.**

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

To the extent required by the California Labor Code, Consultant shall pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. The applicable wage determinations are available at the State of California Department of Industrial Relations at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

#### **Section 8. Hold Harmless and Indemnification.**

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal

injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

### **Section 9. Insurance.**

Consultant shall take out and maintain during the life of this Agreement:

- (a) Commercial General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; and
- (b) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

With the exception of professional liability, the liability policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents are named as an Additional Insured under the coverage afforded with respect to the work being performed under the Agreement.

### **Section 10. Nondiscrimination.**

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **Section 11. City Personnel Conflict of Interest.**

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **Section 12. Consultant Conflict of Interest.**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

**Section 13. Assignment.**

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

**Section 14. Ownership of Documents.**

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

**Section 15. Termination.**

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

**In Witness Whereof**, City and Consultant have executed this Agreement as of the date first written above.

**City of Sausalito**

**[insert consultant name]**

\_\_\_\_\_  
By: Adam W. Politzer  
Its: City Manager

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

Approved as to Form:

\_\_\_\_\_  
By: Mary Anne Wagner, Esq.  
Its: City Attorney

**EXHIBIT A**

**Scope of Services and Rate Schedule**

SAMPLE