

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
ENVIRONMENTAL SERVICES DEPARTMENT**

TO: Mayor and City Council

FROM: Daniel V. Cárdenas, Director of Environmental Services Department

THROUGH: Terry M. Brechtel, City Manager

COPIES: Melissa Byrne Vossmer, Rose Ryan, and City Attorney's Office, and Office of Management and Budget

SUBJECT: Professional Service Agreement for a Feasibility Study for a Material Recovery Facility (MRF)

DATE: June 26, 2003

SUMMARY AND RECOMMENDATIONS

This Ordinance accepts the proposal and authorizes the City Manager to execute a Texas Commission on Environmental Quality grant-funded professional service agreement in the amount of \$40,000.00 with Reed, Stowe and Yanke, a division of R.W. Beck, Inc., for a feasibility study for a Material Recovery Facility (MRF).

To meet grant funding requirements, certain actions are necessary before the end of June. Therefore, upon eight (8) affirmative votes of council, the enabling Ordinance will be effective on June 26, 2003.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

As part of the Texas Commission on Environmental Quality (TCEQ) Solid Waste grant program for FY 2002 and FY 2003, the City of San Antonio was awarded a \$40,000.00 pass through grant to fund a feasibility study for a Material Recovery Facility (MRF). A MRF is a facility that accepts and processes residential recyclables into new products available for the market. Ordinance No. 96229, approved on August 22, 2002, authorized the City to accept this grant funding from the TCEQ. The Alamo Area Council of Governments (AACOG) administers these grants.

This MRF feasibility study will help determine the economic and operational viability of such a facility for the San Antonio area.

The consultant will examine and provide recommendations related to the following issues:

- Improvement in efficiency of recycling processes;
- Increase in waste diversion from area landfills;
- Expansion of the recycled material waste stream;
- Marketing efforts to gain community support and participation; and
- Options for ownership and management (joint venture, cooperative agreements, public/private roles)

The term of the professional services agreement is ninety (90) days from the commencement date recited in the enabling Ordinance.

The consulting firm was selected based on a Request for Qualification process. Two consulting firms submitted interest statements. The selection team was composed of representatives from the Environmental Services Department, the Economic Development Department, the Public Works Department and AACOG, a local stakeholder in this agreement. The Contract Service Division of the Asset Management Department assisted the selection team by ensuring compliance with City procurement policies.

Ratings were based on the firms' responsiveness to the proposal, background, and capabilities. Higher ratings were assigned to the firms that already possessed the experience and demonstrated ability to conduct a feasibility study of a Material Recovery Facility. Additionally, points were given to firms based on their familiarity with grants funded by TCEQ through AACOG. The rating of each consulting firm was based on a total of 100 points, 40 points for Responsiveness to the Request for Qualifications, 40 points for background and capabilities and 20 points for the Small Business Economic Development Advocacy (SBEDA) compliance. The rating matrix is attached.

The evaluation committee recommends that R.W. Beck, Inc., be awarded this contract to conduct the MRF feasibility study.

POLICY ANALYSIS:

This Ordinance supports City Council direction to identify ways to reduce the amount of solid waste going to area landfills by improving the recycling process. Approval of this ordinance is consistent with City Council's policy to apply for and accept state and federal grants to support environmental protection programming efforts.

FISCAL IMPACT:

Grant funds totaling \$40,000.00 are available from the TCEQ Regional Solid Waste Grant Program to be authorized payable to R. W. Beck , Inc., for professional services.

COORDINATION:

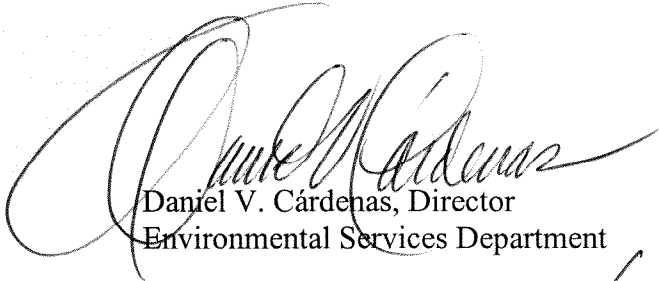
This request for Ordinance has been coordinated with the City Attorney's Office, the Contract Division of the Asset Management Department, the Economic Development Department and the Public Works Department.

SUPPLEMENTARY COMMENTS:

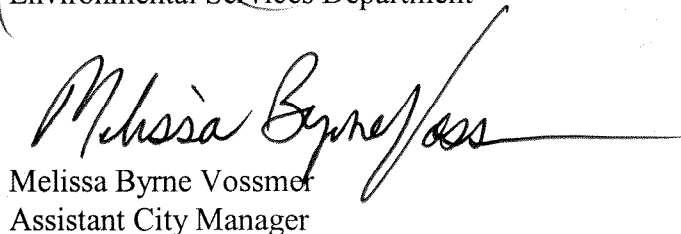
The Discretionary Contract Disclosure Form, as required by the Ethics Ordinance, is attached.

ATTACHMENTS:

1. Rating Matrix
2. Financial Disclosure Form
3. Draft Agreement

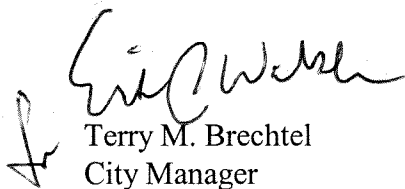


Daniel V. Cardenas, Director
Environmental Services Department



Melissa Byrne Vossmer
Assistant City Manager

APPROVED:



Terry M. Brechtel
City Manager

City of San Antonio
Environmental Services Department

**Final Rating of Consulting Firms Statements
A Feasibility Study for a Material Recovery Facility (MRF)**

Evaluation Criteria	Maximum Score	Reed, Stowe & Yanke a division of R.W. Beck Inc.	Gershman, Brickner & Bratton
Responsiveness to the Request for Proposal: Requested information, thoroughness of response, understanding and acceptance of of Scope of Services, Acceptance of RFQ and Contract Terms, Clarity and conciseness	40	37.2	32
Proponent's background and capability to provide the service requested: Proponent's support personnel, professional qualifications; Relevant experience; Experience with public entities, especially large municipalities; and Resources, number of employees, location of offices, and type of equipment	40	37.4	32.2
Small Business Economic Development Advocacy Policy Compliance			
Local Business Participation	10	0	2
Disadvantaged Business Participation	5	0	1
Small Business Economic Development Advocacy Policy Compliance	5	0	2
Grand Total	100	74.6	69.2

Evaluation Committee:

Rose Zuniga Dent, Environmental Services
David Newman, Environmental Services
Courtney McClure, Economic Development

John Cantu, Environmental Services
Razi, Hosseini, Public Works
Georgia Zannaras, AACOG

Signature: Rose Zuniga-Dent
Committee Head : Rose Zuniga Dent

Date: April 17, 2003

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, and Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of Council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with qualifications for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

N/A

(1) the identity of any **business entity**² that would be a party to the discretionary contract;
R. W. Beck, Inc. and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

N/A

(A) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

Reed, Stowe, & Yanke (RS&Y) is a subsidiary of R.W. Beck, Inc

(1) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

² A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

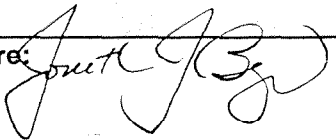
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with qualifications for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
N/A		

Disclosures in Qualifications

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question³ as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

N/A		
Signature: 	Title: National Director	Date: 4/4/03
Company: R. W. Beck, Inc.		
Printed name: Jonathan J. Burriel		

³For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

DRAFT

CITY OF SAN ANTONIO
and
R. W. BECK, INC., dba REED, STOWE & YANKE
Material Recovery Facility Feasibility Study

**INTEGRATION
AGREEMENT**

STATE OF TEXAS
COUNTY OF BEXAR

Whereas, upon passage of the enabling Ordinance referenced below, all predicates of law shall have been satisfied for the agreement here executed between the City of San Antonio, a municipal corporation, and R.W. Beck, Inc., dba Reed, Stowe & Yanke (RS&Y), a corporation organized under the laws of the State of Washington, 1001 4th Avenue, Suite 2500, Seattle, Washington, 98154-1004; 5806 Mesa Drive, Suite 310, Austin, Texas 78731, as authorized by the City Council of the City of San Antonio under Ordinance No. _____, passed and approved June 19, 2003, and the parties do hereby set the signatures of their lawful and fully authorized representatives to bind them to performance of this agreement as set forth in the terms and conditions of one certain Request for Qualifications (RFQ) for a Feasibility Study for a Material Recovery Facility, issued approximately February 28, 2003, and in comportment with RS&Y's response dated April 4, 2003, which RFQ and response and all attachments and addenda thereto constitute the contract documents for this agreement, all fully incorporated herein verbatim for all purposes as follows:

Contract documents:

1. Exhibit I, "RFQ for a Feasibility Study for a Material Recovery Facility (MRF)," attached hereto;
2. Exhibit II, Addendum I to RFQ amending Schedule of Events, attached hereto;
3. Exhibit III, Addendum II, to RFQ, Questions and Answers, attached hereto;
4. RS&Y's Responsive Statement of Qualifications dated April, 4, 2003, incorporated by reference herein verbatim for all purposes.

Performance Period. The performance period for this contract shall commence on or about June 29, 2003, being ten (10) days from date of passage of the enabling ordinance referenced above, and shall terminate on or about 90 days from date of commencement.

Governing Documents: In the event of conflict among the contract documents, the Integration Agreement shall govern the City's RFQ; the RFQ shall govern the responsive

Statement of Qualifications; and the enabling Ordinance shall govern over all.

Complete Agreement: This Agreement and the contract documents constitute the complete agreement of the parties superceding prior writings and verbal understandings, if any.

Consideration and Amendment: Payment for performance shall not to exceed \$40,000.00 (Forty Thousand Dollars and no/ 100 Cents). Any increase in compensation, adjustment to the scope, or other material change in the contract will constitute an amendment which must be approved by the City Council of the City of San Antonio.

Approved, Agreed, and Consented to:

Date: _____

City of San Antonio

**R. W. Beck, Inc., dba
Reed, Stowe & Yanke**

by: _____

by: _____

Printed name: _____

Printed name: _____

Title: City Manager, an Assistant City Manager,
or an Assistant to the City Manager

Title: _____

Approved as to form:

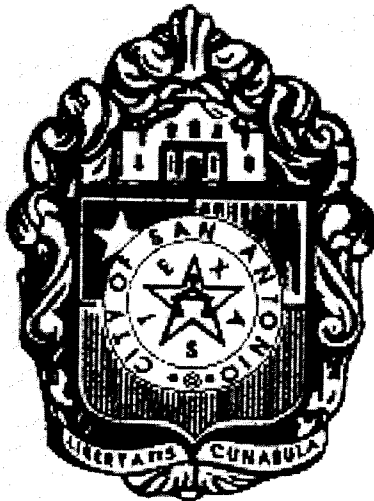
Office of the City Attorney
Andrew Martin

by _____
Sally Clark Farris, Assistant City Attorney

Check list for contract documents:
Exhibits I, II, and III (attached hereto)
Responsive Statement of Qualifications (incorporated by reference)

CITY OF SAN ANTONIO

ENVIRONMENTAL SERVICE DEPARTMENT



**REQUEST FOR QUALIFICATIONS
("RFQ")
for**

**A FEASIBILITY STUDY FOR
A MATERIAL RECOVERY FACILITY (MRF)**

EXHIBIT I

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I) INTRODUCTION

- A) The Environmental Services Department of the City of San Antonio hereinafter referred to as the "City" is seeking Qualification Statements from qualified professionals to conduct a feasibility study to determine the economic and operational viability of a Material Recovery Facility (MRF) to be owned by the City of San Antonio. The City seeks a Consultant possessing technical expertise within a comprehensive range of disciplines that include economic and marketing analysis, industry trend analysis, forecasting, site studies, and facility planning. This Request for Qualifications (RFQ) represents a competitive process to select a qualified Consultant to provide the services listed below at III, Scope of Services. This solicitation does not require engineering services; however, the City expects engineering firms may respond to this RFQ.
- B) This competitive process should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determining factor. This RFQ will allow the City to select and award a contract to a Consultant based on competence and qualifications and additional criteria, as well as the flexibility to negotiate a fair and reasonable price for those services. If the Proponent is an engineering firm, its submission will be reviewed and assessed according to the highest competency requirements of the Texas Professional Services Procurement Act. Criteria for engineering services cannot, under the law, treat price as the dominant selection criterion.
- C) The goal of the feasibility study is to determine whether or not a MRF located in San Antonio and owned by the City will assist the City in its mission through cost effective and operationally efficient recycling and processing. The objectives of this facility are to bring about increased recycling participation, increased diversion of waste from landfills, an expanded stream of recycled materials, and to facilitate the marketing of recyclable products.

II) BACKGROUND AND MAXIMUM CONTRACT PRICE

- A) The Environmental Service Department's mission is to enhance the City's health, safety and welfare by providing the highest quality of environmental services. This City department provides solid waste management and environmentally-related services to over 301,000 residential units. Services include twice-a-week garbage collection; two-times per year, brush/bulky items collection at the curb; once-a-week curbside recycling; and dead-animal collection. Operations include a brush shredding site, a household hazardous waste collection site; free, quarterly landfill days; community clean up events and storm clean ups. This Department acts as a liaison with state and federal agencies charged with managing remediation of hazardous waste sites within the City's jurisdiction. In addition, it is also responsible for administering citywide environmental programs, such as The Air Quality Program. By performing in-house environmental assessments and managing environmental issues associated with City facilities and activities, including monitoring petroleum storage tanks, closed landfills, and asbestos removal and demolition projects, the Department serves as an environmental consultant for City departments.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- B) The City, along with other cities and solid waste, management systems, is challenged by environmental regulatory changes, technological advances, an unpredictable economy, and volatile recycling markets. In the past decade, the City has experienced significant population growth and demographic shifts. According to the 2000 US Census, San Antonio, with 1,144,646 inhabitants, is the ninth largest city in the nation. San Antonio operates the largest curbside recycling program in the State of Texas. The City also recognizes the need to manage these challenges by exploring alternative solid waste, management solutions. The goal of the feasibility study is to determine whether or not a MRF located in San Antonio and owned by the City will assist the City through a cost effective and operationally efficient recycling / processing facility. The objectives of this facility are to bring about increased recycling participation, increased diversion of waste from landfills, an expanded stream of recycled materials, and to facilitate the marketing of recyclable products.
- C) The City of San Antonio submitted an application to the Alamo Area Council of Governments (AACOG) to fund a MRF feasibility study that was approved. An inter-local agreement between the City and AACOG was executed on August 22, 2002. The Consultant's Contract resulting from this RFQ shall be paid by funds granted from the Texas Commission on Environmental Quality (TCEQ) through AACOG. The City is responsible for administering and monitoring the grant monies. No contract as result of this RFQ will be for more than \$40,000.00. The City and the successful Consultant / Proponent, to whom the award is made, must adhere to all applicable limits and requirements of grantor (TCEQ) through use of and adherence to the grant contract, this Request for Qualifications, its addenda and amendments.

III) SCOPE OF SERVICES

- A) The Consultant, to whom the Contract is awarded, will prepare a Material Recovery Facility feasibility study tailored to meet the goals and objectives of the City as outlined in Paragraph C of the Introduction and detailed below. The primary purpose of the MRF is to accept mixed recyclable materials and to process them to various stages of completion as demanded by the market place.
- B) The study shall include a market analysis of the recycling industry identifying trends and forecasts. The analysis should reflect the industry as a whole as well as specific product markets for those recyclable materials found in the residential waste stream. In preparing the study, Consultant shall consider such aspects as: cost/benefit analysis, capital funding requirements, and public/private role opportunities. The City expects Consultant to examine comparable regional markets in making its analysis.

Proponents shall inform the City of how many and which of the following elements they are capable of performing and delivering within the budget limit of the grant:

- identification of market opportunities
- capital funding requirements
- processing technology requirements

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- target design capacity
 - access and utility requirements
 - product identification
- C) Consultant shall deliver the final feasibility report by no later than 90 days after the contract has been executed. As part of the feasibility study the selected Consultant shall include an executive summary, a final report and a Power Point Presentation, which will be used to present to City officials and staff. Consultant shall furnish an electronic copy of the Power Point presentation to the City.
- D) Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the City), the Consultant shall submit to the City, its claim, in detail, for the remaining monies owed by the City for services performed to the City's benefit under this contract through the effective date termination
- E) City staff will be available to provide pertinent information to Consultant. In addition to providing tonnage data, financial data, and performance measures, the City will provide programmatic and operational information.

IV) TERM OF CONTRACT

The anticipated term of the proposed contract is 3 months or 90 days from the effective date of City Council approval, commencement date recited in the enabling Ordinance, or the date recited in a final, integrated contract Agreement.

V) TERMINATION

- A) For purpose of this Contract, "termination of this Contract shall mean termination by expiration of the Contract term or earlier termination pursuant to any of the provisions hereof.
- B) **TERMINATION BY NOTICE:** The Contract may be terminated by either party without cause upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party. All work product files are the property of the City and at the City's request will be delivered at no cost to the City or its designated recipient at the effective date of termination. Any City funds held in any escrow account(s) shall be returned to the City within thirty (30) calendar days after the effective termination date.
- C) **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this Contract, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

the defaulting party fails to cure the default within such ten (10) day period, this Contract shall terminate at 11:59 PM on the tenth day after the receipt of the notice by the defaulting party.

- D) **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any duties herein or if any law is interpreted to prohibit such performance, this Contract shall automatically terminate as of the effective of such prohibition.
- E) **EFFECT OF TERMINATION:** The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from the Consultant to the City or to such person(s) or Executive Search Firm(s) as the City may designate. Any record transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or fund shall be completed at the Consultant's sole cost and expense.
- F) Upon termination or cancellation of this Contract, the City may immediately commence an audit of the Consultant's books, accounts, and records. Within thirty-(30) calendar days after being notified by the City of the results of said audit, the Consultant shall pay the City any amount shown by said audit to be owed the City or its employees. No waiver of existing default shall be deemed to waive any subsequent default.
- G) In the event that through action or no action initiated by the City of San Antonio, the City's legislative body does not appropriate funds for the continuation of a contract and has no funds to do so from other sources, the Contract may be terminated. To effect this termination, the City, 30 days prior to the period for which funds are not appropriated, shall send the Consultant written notice stating that the City of San Antonio failed to appropriate funds.

VI) OWNERSHIP AND LICENSES

- A) In accordance with Texas law, Consultant acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Consultant pursuant to this Contract shall be the subject of any copyright or proprietary claim by Consultant.
- B) The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law including an ordinance, or in the transaction of official business.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- C) Consultant acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFQ, will belong to and be the property of City. Consultant, if awarded this contract, will be required to turn over to City; all such records as required by said contract. Consultant, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.
- D) In accordance herewith, Consultant, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

VII) CONFIDENTIALITY

- A) No reports, information, project evaluation, project design, data, or any other documentation developed by, given to, prepared by, or assembled by Consultant under this Contract shall be disclosed or made available to any individual or organization by Consultant without the express prior written approval of the City. In the event the Consultant receives any such request; the Consultant shall forward such request to the City immediately.
- B) The Consultant shall establish a method to secure the confidentiality of records and information that Consultant may have access to in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting City's right of access of records or other information under this Contract.
- C) Consultant shall comply with the confidentiality procedures pertaining to records and other information in accordance with applicable Federal, State and Municipal regulations and laws.
- D) If the Consultant receives inquires regarding documents with their possession pursuant to the Contract, the Consultant shall immediately forward such request to the City for disposition.

VIII) RECORDS

- A) Upon completion of the Project, all records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation pertaining to the Project, and any related responses, inquiries, correspondence and material, shall become the property of the City, and the City shall be entitled to utilize the work product for appropriate purposes without further compensation to Consultant.
- B) The Consultant shall deliver all documents to the City upon termination of the Contract, in a timely and expeditious manner, at the Consultant's sole cost and expense.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- C) The Consultant shall retain all records owned by or to which the City has access to for the retention periods set forth in the Texas Local Government Record Act.
- D) The Consultant shall immediately notified the City by of any requests by a third party, for information pertaining to documentation and records obtained and/or generated under the Contract. As such, Consultant understands and agrees that the City will process and address all such requests.

IX) RIGHT OF REVIEW AND AUDIT

- A) Consultant and its subcontractors, if any, shall properly accurately and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this Contract and shall make such materials available to City, at reasonable time and as often as City may deem necessary during the Contract term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by City and any authorized representatives.

X) INDEPENDENT CONTRACTOR

- A) It is expressly understood and agreed that the Consultant is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- B) Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationships, between the parties hereto.
- C) Any and all of the employees of the Consultant, wherever located, while engaged in the performance of any work required by the City, under this Contract shall be considered employees of the Consultant only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant.

XI) SUBCONTRACTING AND ASSIGNING INTEREST

- A) Any subcontracts or assignments of interest entered into by Consultant concerning work tasks or this Contract shall be communicated in writing to City prior to the execution date of this Contract. The Consultant shall not assign, sell, pledge, transfer or convey any interest in this Contract, not delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of City. Any such attempt at an assignment will be void *ab initio*, and shall confer no rights on the purported assignee. Should Consultant assign, transfer,

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this Contract, the City may at its option, cancel this Contract and all rights, title and interest of the Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to the City under this Contract. The violation of this provision by Consultant shall in no event release the Consultant from any obligation under the terms of this Contract, nor shall it relieve or release Consultant from payment of any damages to City which City sustains as a result of such violation.

- B) The Consultant's subcontractor may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any contract with Consultant arising from or in relation to this Contract, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this Contract. Consultant shall indicate this limitation in all contracts with approved subcontractors.
- C) The Consultant agrees to notify City of any changes in ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to the City under this Contract, such change of ownership interest or control of Consultant's business entity may be grounds for termination of this Contract at the sole discretion of the City.
- D) In no event shall written consent, if obtained, relieve Consultant from any and all obligations hereunder or change the terms of this Contract.

XII) SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, Consultant may not assign this Contract without prior written consent of City in accordance with Section XI, above.

XIII) CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XIV) VENUE AND GOVERNING LAW

This contract shall be construed under and in accordance with the laws of the State of Texas. Venue for any legal action, claim, or dispute arising directly or indirectly as a result of this Contract shall be in Bexar County, Texas.

All obligations of the parties created hereunder are performable in Bexar County, Texas.

XV) SEVERABILITY

If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future laws during the term of this Contract, including any extension and renewal hereof, it is the intention of the parties hereto that the remainder of the Contract shall not be affected thereby, and that in lieu of each clause or provision of the Contract that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid and enforceable under the Contract. If said invalid, illegal, or unenforceable clause or provision is deemed material by the City, the City shall have the discretion to terminate the contract without penalty to either party.

XVI) QUALIFICATIONS REQUIREMENTS

Consultant's Qualifications shall include the following items in the following sequence:

- A) EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Consultant proposes to accomplish and perform each specific service, a timeframe for each deliverable task and unique problems or challenges perceived by Consultant and applicable approaches to solutions and challenges.
- B) DESCRIPTION OF SERVICES: The Description of services shall include how many and which elements mentioned in Scope of Services, Section III of RFQ, the Consultant is capable of performing and delivering within the budget limit of the grant.
- C) CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE: Completed Consultant Qualification General Questionnaire. (Attachment A)
- D) DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure Form. (Attachment B) If Consultant is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the qualifications.
- E) LITIGATION DISCLOSURE: Completed Litigation Disclosure Form. (Attachment C) If Consultant is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the qualifications.
- F) SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) POLICY REQUIREMENTS: Completed SBEDA forms (Attachment D).
- G) PRICING SCHEDULES: List all fees associated with the provision of services by Consultant, if selected. (Attachment E)
- H) BROCHURES: Include brochures and other relevant information about Consultant you wish the City to consider in its selection.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- I) REFERENCES AND QUALIFICATIONS (applicable to all team members if the Consultant anticipates using different firms or groups, representing various disciplines, for accomplishment of varying tasks, i.e., planner, engineer, economist, market analyst, etc.):
- 1) Background of Consultant and support personnel, including professional qualifications and length of time working in Consultant's capacity. Include résumés of essential personnel for services that Consultant proposes to perform.
 - 2) Relevant experience of Consultant as it relates to the scope of services contemplated by the RFQ.
 - 3) Specific experience with public entity clients, especially large municipalities. If Consultant has provided services for the City in the past, identify the name of the project and the department for which Consultant provided those services. If Consultant is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
 - 4) Other resources, including total number of employees, number, and location of offices, number and types of equipment available to support this project.
 - 5) Consultant shall provide three (3) references, preferably from municipalities, for whom Consultant has provided services.
 - 6) If Consultant has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- J) INSURANCE REQUIREMENTS: Signed statement indicating Consultant's willingness and ability to provide insurance coverage in amounts stated herein, if selected. (Attachment F)
- K) INDEMNITY REQUIREMENTS: Signed statement indicating Consultant's willingness to accept and comply with the indemnification provisions described herein, if selected. (Attachment G)
- L) CONTRACT COMPLIANCE STATEMENT AND CONTRACT DOCUMENT: Signed statement indicating Consultant's willingness and ability to comply with and execute the attached Contract, if selected. (Attachment H)
- M) SIGNATURE PAGE: Proponent must sign the qualifications statement on the appropriate form. The qualifications statement must be signed by a person authorized to bind the firm submitting the qualifications. Qualifications statement signed by a person other than an officer of the company or partner of the firm are to be accompanied by evidence of authority. (Attachment I)
- N) QUALIFICATION STATEMENT CHECKLIST: Completed qualification statement checklist. (Attachment J)
- O) Proponent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

THE PROPONENT'S QUALIFICATIONS BEING DEEMED NON-RESPONSIVE
AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

XVII) ACKNOWLEDGEMENT OF AMENDMENTS

Changes or amendments to this RFQ may be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is Proponent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a qualifications statement. A Proponent who does not have access to the Internet, must notify City, in accordance with Section XX. Restrictions on Communication, that Proponent wishes to receive copies of amendments to this RFQ by mail.

XVIII) SUBMISSION OF QUALIFICATION STATEMENT

- A) Proponent shall submit an original signed in ink and eight (8) copies of the Qualifications, in a sealed package, clearly marked on the front of the package "A Feasibility Study for a Material Recovery Facility (MRF)." All Qualifications must be received in the City Clerk's office no later than 2:00 p.m. central time, March 28, 2003, at the address below. Any Qualifications received after this time shall not be considered.

Mailing Address:

City Clerk's Office,
Attn: Environmental Services Department
P.O. Box 839966,
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office,
Attn: Environmental Services Department
100 Military Plaza
2nd floor, City Hall
San Antonio, Texas 78205.

Qualifications sent by facsimile or email will not be accepted.

- B) Qualifications Format: Each qualification shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12-point type. All pages shall be double-spaced and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. Each page shall be numbered. Electronic files shall not be included as part of the qualifications; compact disks and/or computer disks submitted as part of the qualifications shall not be considered. Each qualification must include the sections and attachments in the sequence listed in the Qualifications Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the qualifications.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- C) Proponents who submit responses to this RFQ shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Proponents and limited liability company Proponents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Qualifications.
- D) If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its submission, the Director of Environmental Services shall have the discretion, at any point in the contracting process, to suspend consideration of the qualifications. After the award, if it is determined that an incorrect legal name has been relied upon by the City, the Director of Environmental Services may exercise discretion to immediately terminate the contract without penalty to the City and the Proponent may be responsible for consequential damages. In case of such termination, the City shall be relieved of payment of any and all compensation and shall not be responsible for payment of any services, in any amount, to the Consultant. The City shall reserve to itself the right to recover compensation paid under such circumstances.
- E) All provisions in Consultant's qualifications, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a qualifications statement is accepted, throughout the entire term of the contract.
- F) All qualifications become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Proponent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Proponent may not be considered confidential under Texas law, or pursuant to a Court order.
- G) Any cost or expense incurred by the Proponent that is associated with the preparation of the Qualifications, , if any, or during any phase of the selection process, shall be borne solely by Proponent.

XIX) RESTRICTIONS ON COMMUNICATION

- A) Once the RFQ has been released, Proponents are prohibited from communicating with City staff or City officials regarding the RFQ or Qualifications, with the following exceptions:

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- B) Questions concerning this RFQ shall be directed, in writing only, to the Environmental Services Department attn: Rose Zuniga-Dent, Solid Waste Manager at 1940 Grandstand, San Antonio, TX, 78238 or by electronic mail at rzuniga@sanantonio.gov. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile will be accepted at (210) 207-6411. No inquiries or questions will be answered if received after 4:30 P.M. on March 14, 2003, to allow ample time for distribution of answers and/or amendments to this RFQ. Proponents wishing to receive copies of the questions and their responses must notify the City's Contact Person in writing prior to the date and time the questions are due.
- C) Proponent shall not contact City employees nor Officers before an award has been made, except as set out herein. Violation of this provision by Proponent may lead to disqualification of its qualifications from consideration.
- D) The City reserves the right to contact any Proponent for clarification after responses are opened and/or to further negotiate with any Proponent if such is deemed desirable by City.

XX) EVALUATION CRITERIA

- A) The City will conduct a comprehensive, fair and impartial evaluation of all Qualifications received in response to this RFQ. The City will appoint a selection committee to perform the evaluation. Each Qualification submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Proponents for interviews. If the City elects to conduct interviews, Proponents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Proponents at any time before final approval of a selected Proponent. The City reserves the right to select one, or more, or none of the Proponents to provide services. Final approval of a selected Proponent is subject to the action of the City of San Antonio City Council.
- B) Evaluation criteria:
 - 1) Responsiveness to the Request for Qualifications (40%)
 - Requested information included and thoroughness of response.
 - Understanding and acceptance of the scope of services.
 - Acceptance of the RFQ and Contract terms.
 - Clarity and conciseness of the response.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- 2) Proponent's background and capability to provide the services requested (Attachment A) (40%). [The engineering component, if submitted, shall be reviewed according to highest competency mandates of the Texas Professional Services Procurement Act.]

Background of Proponent.

Proponent's support personnel, including professional qualifications and length of time working in Proponent's capacity.

Relevant experience of Proponent.

Specific experience with public entity clients, especially large municipalities.

Resources available to support this project, including number of employees, locations of offices and total number and types of equipment available.

References.

- C) Small Business Economic Development Advocacy (SBEDA) Requirements (20%)¹

Local Business Enterprise.

Disadvantaged Business Enterprise.

Compliance with SBEDA Policy.

XXI) AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A) City reserves the right to award one, more than one or no contract(s) in response to this RFQ.
- B) The Contract, if awarded, will be awarded to the Proponent(s) whose Qualifications(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C) City may accept any Qualifications in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Proponent is subject to City Council approval.
- D) City reserves the right to accept one or more qualifications or reject any or all qualifications received in response to this RFQ, and to waive informalities and irregularities in the qualifications received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- E) City will require the selected Consultant(s) to execute the contract in substantially the form as this RFQ and its attachments, addenda, and amendments approximately ten (10) calendar days after the City Council award. No work shall commence until City and Proponent(s) sign the contract document(s) and Consultant(s) provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on the City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, the City reserves the right to terminate negotiations with the selected Proponent and commence negotiations with another Proponent.

¹ The Economic Development Department's Small Business Office will score this section.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

- F) This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a qualifications or in anticipation of a contract.
- G) If selected, Proponent will be required to comply with the Insurance and Indemnity Requirements established herein.
- H) Contract Documents. If selected, Consultant will be required to comply with all terms of the contract documents, which documents consist of this RFQ, the attachments hereto, addenda, and amendments, if any, all to be integrated in a single instrument for execution (signature) by the duly authorized representatives of each party.
- I) Conflicts of Interest. Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- J) Consultant is required to and does hereby warrant and certify that it, its officers, employees and agents, and team members if any, are neither officers nor employees of the City, as defined in Part B, Section 10 of the City's Ethics Code. (Discretionary Contracts Disclosure – Attachment B)
- K) Independent Contractor. Consultant agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Consultant's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

XXII) SCHEDULE OF EVENTS

Following is a list of **projected dates** with respect to this RFQ:

RFQ Solicitation Period	2/28/03 –3/14/03
Final Questions Accepted	3/14/03 4:30 PM
Qualifications Due	3/28/03, 2:00 PM
Evaluations Conducted	Week of 4/7/03
Contract considered by City Council	5/1/03

ATTACHMENT A

CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE

**CONSULTANT QUALIFICATION
GENERAL QUESTIONNAIRE**

1. Name/Name of Agency/Company: _____
2. Address: _____

3. Telephone/FAX: _____
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its qualifications?
Yes____ No____
5. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____
6. Where is the Company's corporate headquarters located? _____
7. a. Does the Company have an office located in San Antonio, Texas?

Yes____ No____

b. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?

_____(years) _____(months)

c. State the number of full-time employees at the San Antonio office. _____
8. a. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?

Yes____ No____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?

_____(years) _____(months)

c. State the number of full-time employees at the Bexar County office. _____

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9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?

Yes____ No____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

10. Indicate person whom the City may contact concerning your qualifications or setting dates for meetings.

Name: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

11. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes () No ().
If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()
If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

13. Provide any other names under which your business has operated within the last 10 years.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: _____ Title of Principal _____

Signature of Principal: _____ Printed Name of Principal: _____

ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

City of San Antonio
Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, and Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of Council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with qualifications for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract;

(1) the identity of any **business entity**² that would be a party to the discretionary contract:
and the name of:

(A) any individual or business entity that would be a *subcontractor* on the discretionary contract;

(A) any individual or business entity that is known to be a *partner*, or a *parent* or *subsidiary* business entity, of any individual or business entity who would be a party to the discretionary contract;

(1) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

² A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with qualifications for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Qualifications

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question³ as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title:	Date:
Printed name:	Company:	

²For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

ATTACHMENT C

LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your qualifications.

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: _____

Signature of Principal:

Printed Name of Principal:

Title of Principal

ATTACHMENT D

Option 1

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY
(SBEDA) POLICY**

For Use with Contracts Between \$25,000 - \$200,000

ATTACHMENT D
SMALL BUSINESS ECONOMIC DEVELOPMENT ADOVCACY (SBEDA) POLICY

Small Business Economic Development Advocacy (SBEDA) Policy Requirements

It is the policy of the City of San Antonio to involve qualified small business and local business enterprises to the greatest extent feasible in the City's professional service and other discretionary contracts. Pursuant to Ordinance #69403, the City of San Antonio, its employees, contractors and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the award and performance of contracts. Violation of this ordinance is a criminal offense and subject to penalty.

On this contract, the City has established the following contracting goals for services that have subcontracting opportunities:

Minority-Owned Business Enterprise (MBE):	32.5%
Women-Owned Business Enterprise (WBE):	13.0%
African-American-Owned Business Enterprise (AABE):	2.3%
Small Business Enterprise (SBE):	45.0%

Please note that a business could be classified in each category and therefore their utilization could be counted in each category of goals. For example, Company X submits as a prime contractor for \$175,000 of services of which \$57,000 is subcontracted to Company Z. Company X retains \$118,000 of the contract. Company X is classified as local SBE, and Company Z is certified as a AABE, WBE, MBE and SBE. Goal compliance will be evaluated as follows:

Contract Amount: \$175,000

MBE	\$57,000 or 32.5%
WBE	\$57,000 or 32.5%
AABE	\$57,000 or 32.5%
SBE	\$175,000 or 100%

Company Z's \$57,000 subcontract counts towards MBE/WBE/AABE and SBE goals. Company X's \$118,000 balance counts towards the SBE goal. MBEs and WBEs submitting qualifications as a prime contractor may count their status as such towards the appropriate goal. However, compliance with other goals (i.e., AABE, SBE etc.) is required.

Submittals **that have subcontracting opportunities** and do not include SMWBE participation in an amount which equals or exceeds the SMWBE utilization goals for the dollar amount subcontracted, **shall be declared non-responsive**. If a contractor is unable to comply with the goal requirements or if a contractor believes that subcontract opportunities do not exist as part of its submittal, such contractor shall submit, as part of the submittal, a request for exception at the time of submittal. The exception shall include specified documentation which demonstrates a good faith effort to comply with the goals requirements as described above or a statement to the effect that there will be no subcontract work as the firm is able to fully perform the scope of services as defined in this request for qualifications.

A firm may count toward the above goals a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE, WBE, AABE, or SBE participation in the joint venture. The MBE, WBE, or AABE must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks, and profits of the joint-venture.

Submittals shall include **SBEDA Form 101 List of Subcontractors (ATTACHED)** which identifies the particular SMWBEs to be utilized in performing the contract, specifying for each the dollar value of the participation, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the submittal. Only companies certified as MBE, WBE or DBE by the City through the South Central Regional Certification Agency (SCTRCA) can be applied towards the contracting goals. If not certified, please contact the SCTRCA at 227-4722. Proof of certification must be submitted utilizing, in part or in whole, a MBE or WBE firm.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

LOCAL AND DISADVANTAGED BUSINESS ENTERPRISE PERFORMANCE

Contractors will be evaluated based on the level of Local and Disadvantaged Business Enterprise (DBE) Performance. Credit will be given to submittals as follows:

A. Classification of the team or primary submitter as a local business.

For Locally Headquartered Businesses:

Ten percentage (10%) points if the business is headquartered in the corporate limits of the City of San Antonio or the San Antonio ETJ for more than one year.

Four percentage (4%) points if the business is headquartered in Bexar County for more than one year, if the business is located in Bexar County for more than one year.

For Local Branch Offices:

Six percentage (6%) points for a branch office of a non-headquartered business located within the corporate limits of the City of San Antonio or the San Antonio ETJ for more than one year.

Two percentage (2%) points if the branch office is located in Bexar County for more than one year.

In the cases of joint ventures or subcontractor relationships between local and out-of-town firms, the submittal will be given credit based on the percentage of local participation.

B. Designation of the team or primary submitter as a DBE.

Five percentage (5%) points for disadvantaged business enterprises. A business meeting the definition of a DBE shall receive 5 percentage points. In order to receive this designation, a company must be certified as a DBE by the City through the SCTRCA.

In the cases of joint ventures or subcontractor relationships between DBE and non-DBE firms, the submittal will be given credit based on the percentage of DBE participation.

C. Small Business Economic Development Advocacy policy compliance.

Five percentage (5%) points for compliance with the Small Business Economic Development Advocacy policy.

Interested contractors are encouraged to contact the Economic Development Department for pertinent information regarding the City's SBEDA Policy. For information call the SBEDA Office at (210) 207-3915, FAX: (210) 207-3909.

Rev. 7/30/99

LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, _____, as part of the procedure for the submission of bid/qualifications on a project known as _____, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	REASON FOR REJECTION

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Certified List of Subcontractors form).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

**REQUEST FOR APPROVAL OF CHANGE
TO ORIGINAL AFFIRMED LIST OF
SUBCONTRACTORS/SUPPLIERS**

The Contractor, _____, performing work on a project known as _____
_____ requests approval of the following addition(s) and/or deletion(s) on the Certified List of
Subcontractors, as originally submitted as part of the BID/QUALIFICATIONS on the above named project:

CHANGES

ADD	DELETE	NAME	MBE-WBE-AABE-SBE (Y/N)	PERCENT AND DOLLAR AMOUNT OF CONTRACT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

JUSTIFICATION

AFFIRMATION

*THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE
AND BELIEF, I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE
ATTACHED THERETO AND BECOMES A BINDING PART OF THE CONTRACT.*

Name & Title of Authorized Official: _____

Signature: _____

Approved: _____

Approved: _____

DIRECTOR OF _____
DEVELOPMENT

DIRECTOR OF ECONOMIC

PROJECT NAME: _____

[illegible]

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE

PHONE

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____

Denial _____

Action Taken: Approved _____

Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

ATTACHMENT E

PRICING SCHEDULE

State any and all fees you would charge to provide all services listed in this RFQ if awarded a contract pursuant to this RFQ, including fees for Executive Summary, Final Report and Power Point Presentation:

ATTACHMENT F

INSURANCE REQUIREMENTS

Consultant must attach a statement in its qualifications indicating Consultant's willingness and ability to provide the following insurance coverages and requirements, if selected:

Prior to the commencement of any work under an Agreement awarded pursuant to this RFQ, the selected Consultant shall furnish an original completed Certificate(s) of Insurance to the Attn: Rose Zuniga-Dent, Solid Waste Manager, Environmental Services Department, 1940 Grandstand, which shall be clearly labeled A Feasibility Study for A Material Recovery Facility (MRF) in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and telephone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the Environmental Services Department, Attn: Rose Zuniga-Dent, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Consultant's financial integrity is of interest to the City, and, therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

Professional Liability (Claim Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.
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The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Consultant shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an

RFQ for Feasibility Study for a Material Recovery Facility (MRF)

address provided by City within ten (10) days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

Consultant agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Consultant shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days notice after the change, if the Consultant did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

*City of San Antonio
Risk Management
Feasibility Study for a
Material Recovery Facility (MRF)
P. O. Box 839966
San Antonio, Texas 78283-3966*

*City of San Antonio
Environmental Services Department
Feasibility Study for a
Material Recovery Facility (MRF)
1940 Grandstand
San Antonio, Texas 78238-4549*

If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work under the Agreement, and/or withhold any payment(s) which become due to Consultant thereunder until Consultant demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Consultant's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

**STATEMENT ACKNOWLEDGING
INSURANCE REQUIREMENTS**

If awarded a contract in response to this RFQ, Consultant will be able and willing to comply with the insurance requirements described herein.

Printed Name of Consultant

By: _____
Signature

ATTACHMENT G

INDEMNIFICATION REQUIREMENTS

REGISTERED ENGINEER / CONSULTANT / CONSULTING FIRM (hereinafter referred to as CONSULTANT, which title is intended to include all professional entities and professional persons rendering services under this agreement) whose work product is the subject of this contract for engineering services and other related professional services, agrees to INDEMNIFY AND HOLD CITY, ITS OFFICERS AND EMPLOYEES, HARMLESS against any and all claims, lawsuits, judgements, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY REGISTERED ENGINEER'S NEGLIGENT ACT, ERROR, OR OMISSION OF REGISTERED ENGINEER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF REGISTERED ENGINEER AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

CONSULTANT shall promptly advise the CITY, in writing, of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this contract.

**STATEMENT ACKNOWLEDGING
INDEMNIFICATION REQUIREMENTS**

If awarded a contract (referred to as “this Contract” herein) in response to this RFQ, Consultant will be able and willing to comply with the indemnification requirements described herein.

Printed Name of
Consultant

By: _____

Signature

Printed name of signatory: _____

ATTACHMENT H
CONTRACT COMPLIANCE STATEMENT

ACKNOWLEDGING
CONTRACT EXECUTION REQUIREMENTS

If awarded a contract in response to this RFQ, Consultant will be able and willing to execute a contract in the form described in the RFQ, which contract shall consist of the RFQ in all its terms, its attachments depicted in the foregoing Table of Contents, amendments, and addenda thereto, if any, all of which shall be integrated into a single Agreement to be signed by the parties' authorized representatives, with the understanding that the scope and compensation provisions will be further negotiated and included in the final document.

Printed Name of Consultant

By: _____
Signature

ATTACHMENT I

SIGNATURE PAGE

Select the appropriate signature page to execute and submit with your qualifications.

SIGNATURE PAGE (INDIVIDUAL or PROPRIETORSHIP)

If Consultant is an INDIVIDUAL or PROPRIETORSHIP, sign here:

Name

Doing Business As

Employer Identification Number
or Social Security Number

11-digit State Comptroller's Taxpayer Number

SIGNATURE PAGE (PARTNERSHIP OR JOINT VENTURE)

By signing below, the undersigned officer and/or agent of Consultant represents, warrants and certifies that he/she is an authorized representative with full authority to bind Consultant to the terms and conditions provided for in its Qualifications and required by this RFQ and has the necessary authority to execute an Agreement on behalf of Consultant, if awarded .

If Consultant is a PARTNERSHIP OR JOINT VENTURE, at least two (2) Partners or each of the Joint Venturers must sign here:

Partnership or Joint Venture Name

By: _____
Member of the Partnership or Joint Venture

By: _____
Member of the Partnership or Joint Venture

Employer Identification Number

11-digit State Comptroller's Taxpayer Number

SIGNATURE PAGE (CORPORATION)

If Consultant is a CORPORATION, the duly authorized officer must sign as follows:

The undersigned certifies that (s)he is _____ (title) of the corporation or limited liability company named below; that (s)he is designated to sign this Qualifications Form by resolution (attach Certified Copy) for and on behalf of the below named entity, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provide for in the Qualifications as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Consultant, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is: _____.

Corporation Name

By: _____

Title

Employer Identification Number

ATTACHMENT J**QUALIFICATION STATEMENT CHECKLIST**

This checklist is to help the Consultant ensure that all required documents have been included in its qualifications.

Document	Check
Executive Summary	
Description of Services	
*Proponent Qualification General Questionnaire (Attachment A in RFQ)	
*Discretionary Contracts Disclosure (Attachment B in RFQ)	
*Litigation Disclosure (Attachment C in RFQ)	
*SBEDA Form 101 – List of Subcontractors (Attachment D in RFQ)	
*SBEDA Form 117C – Good Faith Effort Plan (Attachment D in RFQ)	
Pricing Schedule (Attachment E in RFQ)	
References and Qualifications (Qualifications Requirements Section of RFQ) <ul style="list-style-type: none"> • résumés of key personnel • 3 References 	
*Statement Acknowledging Insurance Requirements	
*Statement Acknowledging Indemnification Requirements	
*Statement Acknowledging Contract Execution Requirements	
*Signature Page	
Nine copies of Qualifications	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal.**



CITY OF SAN ANTONIO

1940 Grandstand Ave.
SAN ANTONIO TEXAS 78238-4549

Request For Qualification for a Feasibility Study of a Material Recovery Facility: ADDENDUM I

The projected dates of the Section XXI) Schedule of Events is amended as listed below:

RFQ Solicitation Period	2/28/03 –4/7/03
Final Questions Accepted	3/14/03 4:30 PM
Qualifications Due	4/07/03, 2:00 PM
Evaluations Conducted	Week of 4/21/03
Contract considered by City Council	5/19/03

EXHIBIT II



CITY OF SAN ANTONIO

1940 Grandstand Ave.
SAN ANTONIO TEXAS 78238-4549

Request For Qualification for a Feasibility Study of a Material Recovery Facility: ADDENDUM II

Page 1 of 2

Below are questions received by the City in reference to this RFQ and the City's responses follow each question and is in bold-face font.

1. Identify the names of the companies that received a copy of the RFQ?

Section 552.104 of the Texas Public Information Act exempts proposal information from disclosure until after an award is made by City Council.

2. Given the level of solid waste industry technical expertise and budget for this project, will there be a need to meet the "Small Business Economic Development Advocacy (SBEDA) Requirements?"

Per City of San Antonio Ordinance # 96754, passed and approved by its City council on November 21, 2002, the "Small Business Economic Development Advocacy" requirements apply to all City discretionary contracts valued over \$25,000.

3. Based on information from the "Scope of Services" section, please provide further detail regarding the City's interest in addressing the following:
 - a. identification of market opportunities: **What opportunities exist for municipalities, such as San Antonio, to expand the current stream of recyclable materials collected curbside and/or what economically feasible opportunities exist for the City of San Antonio to market it's own material? Are there other joint ventures, such as public-public partnerships or public-private partnerships available to enhance market opportunities and/or to generate volume sufficient to stabilize spikes in recycling commodity market prices?**
 - b. capital funding requirements: **What would be the average capital funding requirements for a MRF serving the recycling tonnage generated in San Antonio currently, and with additional commodities in the next 5-10 years? With potential partnerships?**
 - c. processing technology requirements: **Given trends within the Recycling Industry, what would be the recommended method of processing the stream of recyclable material (manual sorting, automated sorting, multi-stream, single stream, presorted, etc.)?**
 - d. target design capacity: **Given the response to questions a, b, & c, what would be recommended capacity of the facility to maximize efficiency and produce the greatest return on investment?**

**Request For Qualification for Feasibility Study of
the Material Recovery Facility:**

ADDENDUM II

Page 2 of 2

- e. access and utility requirements: What would be the MRF's modal and utility requirements to maximize the process flow of material through the MRF given the responses to Questions c & d?
- f. product identification: What would be the recommended commodity stream of material processed through the facility to maximize the City's diversion rate, while at the same time maximizing the City's return on investment ?

The City is interested in each of the elements equally; given the budget limit of the grant, the City requests that interested proponents state which of the elements, if not all, they are capable of delivering within the 90 day period of the contract.

- 4. What is the City's present recycling program participation rate?

The current participation rate for the Curbside Recycling Program is at 23.23%.

- 5. In 2002, what was the total quantity of materials that were collected through the residential curbside recycling program?

For Fiscal Year, 23,950 tons of paper and commingled materials were collected.

- 6. Who are potential customers of the MRF? Is the MRF to process only residentially generated materials from San Antonio?

The City expects that the feasibility study will help identify the level and type of customers needed and possible joint ventures to establish the customer base. The main priority is that the MRF serves the City's residential customers.

- 7. Is the City interested in considering other collection approaches besides its present program in conjunction with the planning and development of a MRF?

Yes, to minimize the operational costs of the Curbside Recycling Program, the City would consider other efficient collection approaches including single stream curbside collections and single stream processing. The City is in a unique position to consider these alternative approaches as the recycling collection vehicles are due for replacement in fiscal year 2005. Additionally, the City's agreement for recyclables processing is due for proposals within 16 months.