



REQUEST FOR PROPOSALS

EXECUTIVE DIRECTOR SERVICES

WEST VALLEY SOLID WASTE MANAGEMENT AUTHORITY

Date of Issue: March 14, 2013

Proposals Due: April 17, 2013, 4:00 p.m.

Interviews: May 16, 2013 (Tentative; Time TBD)

Contact:
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City Clerk
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070
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1 INTRODUCTION

The West Valley Solid Waste Management Authority (“Authority”) is seeking proposals from qualified firms and individuals (“Proposer”) to provide Executive Director Services (“Services”) to the Authority. A preliminary scope of services is listed in Section 2 of this RFP document. The tentative schedule for this procurement process is as follows:

RFP Schedule

| Action | Date |
|--------------------------|--------------------------|
| RFP Issued | March 14, 2013 |
| Proposals Due | April 17, 2013 |
| Finalist Interviews | May 16, 2013 (Tentative) |
| Approve Final Agreement | June, 2013 (date tbd) |
| Target Start of Services | July 1, 2013 |

1.1 Background Information

The West Valley Solid Waste Management Authority was established in 1998 as a Joint Powers Authority (JPA) by the Santa Clara County, California cities of Campbell, Saratoga, Monte Sereno and the Town of Los Gatos to arrange for and manage the collection, disposal, recycling and landfill diversion of solid waste originating in the four member municipalities. The Authority is governed by a four-member Board of Directors, who are appointed by, and are current members of, the Councils of the member agencies. The JPA Board holds regular meetings four times per year, with occasional special meetings as needed to conduct Authority business.

Since the formation of the JPA, Executive Director services have been provided by the firm of HF&H Consultants, LLC (HF&H). The Authority also contracts with the firm of Logan and Powell, LLP for legal services. The Fiscal Year 2012-13 budget for Authority Executive Director services is approximately \$86,000. This budget does not include the cost of office supplies, insurance, travel, legal services, accounting or auditing expenses.

West Valley Collection and Recycling (WVCR), LLC (a joint venture between GreenWaste Recovery, Inc. and Waste Connections of California, Inc.) currently provides exclusive franchised residential, commercial and construction debris drop-of-box solid waste collection services within the four cities comprising the JPA. WVCR has a 7 year contract for collection services with the Authority that expires on February 28, 2014, with an option to extend the contract for up to 36 months (to February 28, 2017). The Authority has appointed an Ad Hoc Committee of the Board that is currently in discussions with WVCR regarding a possible contract extension or new contract that would provide additional or expanded solid waste services to residential and commercial customers. Some of the services under consideration are: residential organics composting; yard waste

composting; commercial wet/dry collection; and single- stream/ materials recovery facility directed commercial collection.

The extent of the new Executive Director’s role in discussions with WVCR on new services or contract extension, as well as the level of involvement in future procurement processes for solid waste collection services, should be determined over the next several months, depending on the outcome of current negotiations and upcoming Board decisions related to a possible contract extension and/or implementation of new services.

WVCR provides automated 3-cart residential collection service (co-mingled recyclables, garbage, and green waste) to more than 28,000 single-family residential accounts within the JPA service area, employing split-body vehicles for collection of green waste and garbage, and a separate vehicle for collection of co-mingled recyclables. Green waste and garbage are sent to Guadalupe Landfill in San Jose, while recyclables are processed by WVCR at a company-owned material recovery facility located in San Jose. WVCR also provides additional services to residents and businesses including annual curbside clean-up events, universal waste drop-off, Christmas tree pick-up, and commercial customer composting. Attachment A provides a more complete summary of solid waste services currently offered by WVCR to residents and businesses.

Current residential and commercial customers by jurisdiction are shown in the table below:

**Current Customer Accounts
West Valley Solid Waste Management Authority**

| Jurisdiction | SF Residential | MF/Commercial |
|---------------------|-----------------------|----------------------|
| Campbell | 8,499 | 1,326 |
| Los Gatos | 8,833 | 744 |
| Monte Sereno | 1,094 | 6 |
| Saratoga | 9,738 | 217 |
| Total | 28,164 | 2,293 |

Rates are set by WVCR and ratified annually by the Authority. Rates for the cost of service vary by jurisdiction and include a variety of fees including a 19% franchise fee, fees for JPA administration, street sweeping (performed by others), household hazard waste collection and disposal, and a street impact mitigation fee.

Current monthly residential rates for single 35-gallon container garbage collection (including recycling and green waste) are as follows:

Single Family Residential Rates

| Member Agency | 35-Gal Monthly Rate |
|----------------------|----------------------------|
| Campbell | \$22.98 |
| Los Gatos | \$22.34 |
| Monte Sereno | \$27.20 |
| Saratoga | \$24.42 |

Total hauling revenues reported by WVCR for calendar year 2012 were \$21.4 million. For the fiscal year ending June 30, 2013, WVCR is expected to remit slightly more than \$4 million in Franchise Fee revenue to the member agencies.

The Authority also has an agreement with Guadalupe Rubbish Disposal Company (GRDC), Inc., (a wholly owned subsidiary of Waste Management, Inc.) for disposal and processing of solid waste, yard waste and construction and demolition debris (C&D) at the Guadalupe Landfill, located in San Jose, California. The Authority currently has a 15-year agreement with GRDC, which went into effect on January 1, 2006, and will expire on December 31, 2021.

For the most recent Fiscal Year, all member jurisdictions are in compliance with State-mandated solid waste diversion goals. The most recently available data on total solid waste collection and disposition, as well as reported per-capita disposal tonnage, is provided in the two following tables:

**FY 2011/12
Reported Solid Waste Collection and Disposition**

| Tons Collected | Yearly Total |
|---------------------------------------|---------------------|
| SFD Garbage | 19,235.50 |
| SFD Recycling | 14,460.60 |
| SFD Green Waste | 24,800.50 |
| E-Waste Recycling | 54.75 |
| Commercial/MFD Garbage | 26,132.87 |
| Commercial/MFD Recycling | 5,206.20 |
| Commercial Compost | 990.35 |
| Roll-off Garbage | 10,688.68 |
| Roll-off Recycling | 3,355.46 |
| Roll-off Green Waste | 617.82 |
| Tons Delivered | Yearly Total |
| Garbage to Guadalupe Landfill | 56,057.05 |
| Recycling to GreenTeam MRF | 19,666.80 |
| Recycling to Guadalupe Landfill | 3,355.46 |
| Green Waste to Guadalupe Landfill | 25,418.32 |
| E-Waste Recycling to GreenTeam MRF | 9.89 |
| E-Waste Recycling Drop Off Events | 49.41 |
| Compost to Z-Best Composting Facility | 990.35 |
| Tons of Residue | Yearly Total |
| Total Tons of Residue | 985.69 |
| Percent of Residue | 5.01% |
| Diversion | |
| Total Tonnage Collected | 105,547.28 |
| Total Tonnage Diverted | 48,746.51 |
| Total Program Diversion Percentage | 46.2% |

**Daily Per Capita Disposal
As Reported to the CIWMB (CalRecycle)**

| Member Agency | Target | 2007 | 2008 | 2009 | 2010 | 2011 |
|----------------------|---------------|-------------|-------------|-------------|-------------|-------------|
| Campbell | 5.2 | 4.7 | 4.4 | 3.8 | 3.9 | 3.8 |
| Los Gatos | 6.0 | 4.1 | 3.9 | 3.3 | 3.6 | 3.7 |
| Monte Sereno | 3.9 | 1.4 | 1.4 | 1.2 | 1.1 | 1.5 |
| Saratoga | 4.2 | 2.7 | 2.9 | 2.5 | 2.8 | 2.8 |

Copies of the Franchise Agreement with WVCR and the Disposal agreement with GRDC are available for review at www.saratoga.ca.us/wvswma.

2 SCOPE OF SERVICES

2.1 General Scope of Services

The following represents the general scope of work requested by the Authority:

Managing the Authority's franchise agreement with West Valley Collection and Recycling for solid waste collection services.

Managing the Authority's disposal agreement with Guadalupe Rubbish and Disposal Company.

Conducting regular quarterly meetings, and occasional special meetings of the WVSWMA Board, including:

- agenda preparation and public noticing in compliance with the Brown Act
- agenda report preparation and distribution
- maintaining meeting minutes
- maintaining a record of all Authority actions

Conducting "agenda review" meetings with Agency staff prior to regular quarterly Board meetings and any special Board meetings.

Preparation and tracking of the annual Authority budget as approved by the Board.

Provide Authority members and agency staff with as-needed review and analysis of legislation and industry trends.

Coordinating the preparation and submission of a variety of required State and local reports, including preparation and submission on behalf of member agencies required CalRecycle reports.

Submitting annual applications for AB 2020 beverage container recycling funds.

Representing the Authority and member agencies at the County Recycling and Waste Reduction Commission (RWRC) TAC meetings, and attending other regional and statewide meetings as necessary or as approved by the JPA Board.

Responding to member agency staff inquiries regarding franchised service issues.

Enforcing collection franchise agreement provisions and responding to violations (e.g., rogue dumpsters).

Managing annual FPPC filings for JPA Board Members and designated staff.

Coordinating the preparation of the annual financial report and audit (currently performed in cooperation with the City of Campbell, the Authority fiscal agent).
Maintaining regular communication with WVSWMA Board members and staff regarding relevant issues, particularly those of local and regional importance.
Providing service modification recommendations to Board of Directors, as appropriate, to improve quality and efficiency of collection, processing, and recycling of solid waste materials.
Public engagement and constituent services, including responding to inquiries from residents and business in a timely manner.
Lead development and maintenance of Authority website.
Supporting, either directly or through management of a procurement consultant, any future solid waste collection contract procurement process.

2.2 Executive Director

A key aspect of the Scope of Work will be the capabilities, skills and qualities of the specific individual identified to serve as the Executive Director for the Authority. The Authority is seeking a highly skilled and experienced Executive Director with a proven track record of working with elected and appointed officials as well as being grounded in working with the public. While subject area expertise will certainly be an essential element of the proposed Executive Director's knowledge base, leadership and management style are also important attributes. The proposed Executive Director should have superior communications skills, have the ability to listen as well as guide, should be highly ethical, and both technically and technologically competent. Because a significant role of the Executive Director will be in managing both the franchised collection agreement and the disposal agreement, keen negotiation skills are also essential characteristics sought by the Authority Board.

A detailed resume of the Executive Director candidate with relevant references should be included as part of the proposal submittal.

3 RFP TERMS AND CONDITIONS

The Proposer shall submit both electronic and printed copies of the proposal that are complete and contain a substantial level of detail to allow adequate evaluation by the Authority on the technical, financial and personnel merits of the proposal.

3.1 Electronic Submittal

The Proposer shall submit an electronic version of the proposal. The electronic version shall be submitted in the form of a CD-Rom or by email to the contact listed in section 3.7 of the Request for Proposal (RFP). The electronic version of the proposal should be consolidated into one file in PDF format.

3.2 Paper Submittal

The Proposer shall submit one (1) original (signed) and five (5) printed copies of the proposal in its entirety, including all other requirements as specified herein. The proposal shall be typed or printed on 8-1/2 by 11-inch paper. All proposals shall be appropriately bound and may contain preprinted and photographic material at the option of the Proposer. Any oversize documents must be folded to size and secured in the proposal.

3.3 Proposal Preparation Costs

All costs to produce a Proposal and to attend any meeting during the procurement process will be borne by the Proposer.

3.4 Signature and Authority

The proposal must be signed on the Executive Summary by an officer of the corporation, principal, company partner, or other duly authorized person or persons with the legal authority under California law to make the commitments required by this RFP.

3.5 Proposals Are Subject to California Public Records Act

All proposals and documents submitted in response to this RFP shall become the property of the WVSWMA and a matter of public record. It is the responsibility of each Proposer to clearly identify any and all information contained in their proposal that it considers to be confidential and/or proprietary. To the extent that the WVSWMA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. However, proposals submitted to the WVSWMA during the procurement process will not be disclosed to Proposers or to the public or be subject to disclosure pursuant to the California Public Records Act (Government Code §6250 *et seq.*) during the deliberative process until such time as proposal evaluations have been completed, the negotiation process has been completed, a final award recommendation has been determined, and a final recommendation and proposed contract is awarded. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by the Proposer is made, WVSWMA will notify the Proposer in writing of such demand and shall furnish a copy of WVSWMA's written response to the requestor. Proposer may then pursue, at its sole cost and expense, all appropriate legal action necessary to maintain the confidentiality of such information.

3.6 Rights Reserved by the WVSWMA

The WVSWMA reserves the right, in its sole discretion, to pursue any or all of the following actions in regard to this RFP:

Issue addenda to the RFP.

Request additional information and/or clarification from the Proposers.

Permit timely correction of errors, waive irregularities, defects, or proposal informalities.

Reject any or all proposals.

Issue subsequent RFP based on refinements of concepts proposed in response to the initial RFP.

Withdraw this RFP.

Extend the time for submittal of proposals.

Schedule a meeting to discuss proposal with one or more Proposers.

Negotiate prices and terms with one or more Proposers.

Request selected Proposers to revise "Scope and Approach" and "Fee Schedule" sections of proposal based on WVSWMA feedback.

Take whatever other action it deems in its interest.

This RFP does not obligate the WVSWMA to accept any proposal, negotiate with any Proposer, award a contract, or proceed with the procurement of Services. In addition, the WVSWMA reserves the right to select based on its interpretation of the qualifications of the Proposer and may or may not consider price as a determining factor. The WVSWMA is not obligated to accept the lowest-cost proposal.

3.7 RFP Process Integrity Rules

Proposers are expected to strictly abide by the following rules on interactions between Proposers and the WVSWMA Board of Directors and representatives of the WVSWMA member agencies during the RFP process:

From the date that the RFP is issued, and up until a contract is awarded, all contacts between proposers and the WVSWMA shall be through the WVSWMA contact listed below. Any attempt to contact, or any contact made with, any other WVSWMA official or representative of a member agency regarding this proposal may be grounds for disqualification from the selection process.

All substantive questions shall be submitted in writing or by email no later than 5:00 p.m. April 5, 2013, to:

Crystal Bothelio
City Clerk
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070
Email: ctclerk@saratoga.ca.us

Any communications from the WVSWMA to Proposers will be posted under a Q&A link at the following website location: www.saratoga.ca.us/wvswma. The WVSWMA will use its best efforts to post responses to questions received within 3

business days. The last day that the Q&A page will be updated is anticipated to be Monday, April 8, 2013.

Any Proposer that fails to recognize or utilize this process of communication will be notified of its violation and may be disqualified from the selection process at the discretion of the WWSWMA Board.

3.8 Submission Deadline and Address

Proposals shall be received by the WWSWMA, in the office of the City Clerk, no later than 4:00 p.m., Pacific Daylight Time, on April 17, 2013 at the following address:

Crystal Bothelio
City Clerk
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070
Phone: (408) 868-1269

Proposals received after the deadline may be returned and will not be considered. Postmarks will not be accepted as proof of receipt.

All materials submitted in response to this RFP will become the property of the West Valley Solid Waste Management Authority.

3.9 Acceptance of Terms

Submittal of a proposal indicates acceptance of all the terms and conditions contained in this RFP. This RFP, as well as the selected candidate's proposal, may be a part of the final contract.

4 REQUIRED PROPOSAL FORMAT AND INSTRUCTIONS

The following section format must be followed by all Proposers. Proposals received that do not follow the requested proposal format below will be considered unresponsive and will be returned to the Proposer.

- 1) Executive Summary: Please include within your executive summary the following:

Establish your understanding of the Scope of Services and substantiate your firm's ability to satisfy those objectives and requirements.

Explain what sets your company apart from others in the field of solid waste and recycling consulting services.

Exhibit that your company is in good financial condition.

Notice of Litigation—provide information regarding any filed, pending or threatened claims or litigation by clients (current or past) during the last five years against your firm.

Potential Conflicts of Interest—indicate any current or historical engagement or relationship with any public or private party that could potentially create a conflict of interest with the WVSWMA.

- 2) Scope and Approach: This section of your proposal should cover your company's entire approach to providing Services to the WVSWMA. Proposers are encouraged to critically review the Scope of Services and offer recommendations on modifications and/or additional services that would better meet the needs of the Authority. Resumes of the personnel that will be assigned to the WVSWMA including their project role and years of experience shall be included in this section.
- 3) Designation of Executive Director: Please identify the specific individual who will serve as Executive Director to the Authority. A more detailed resume and discussion of this individual's experience, including experience working with elected and appointed officials in a similar capacity should be provided.
- 4) Agreement: The selected firm will be required to enter into a consulting services agreement and provide insurance acceptable to the Authority.
- 5) References: Provide a list of clients where both your firm and the proposed Executive Director have provided comparable Services and in what capacity (i.e. projects, description of services). Please include current contact information for each reference.
- 6) Fee Proposal and Schedule: Include in this section both a fee proposal as well as an hourly rate for all personnel assigned to the WVSWMA. A list of all other reimbursable costs incurred in the performance of Services required by your firm shall also be provided in this section.

5 PROPOSAL EVALUATION AND SELECTION PROCESS

In order to be considered responsive to this RFP, Proposers must have:

Abided by the RFP Process Integrity Rules.

Delivered a proposal by the submission deadline.

Complied with the proposal format requirements of this RFP.

If the requirements are met, proposals will be considered responsive and will continue through the evaluation process. If the requirements have not been met, a Proposer shall be disqualified.

The WVSWMA will review proposals based on the following criteria:

Responsiveness and completeness of submitted proposal.
Overall experience in providing similar Services.
Specific experience and qualifications of the designated Executive Director.
Quality of references.
Competitive and reasonable fees for Services.
Assessment of overall qualifications, staying power, and financial stability.
Exhibited professionalism and thoughtfulness in the “Scope and Approach” section of proposal.
Knowledge of California solid waste industry trends and legislation.

Representatives of the WWSWMA may contact references listed, or other public/private entities known to have contracted with Proposer, as part of the evaluation process.

Initial screening of proposals will be conducted by an Ad-Hoc Committee of the Board and member agency staff. The Ad-Hoc Committee will recommend a short-list of Proposers to be interviewed by the full Board. Decisions regarding the short-list of Proposers as well as interviews by the full Board are expected to be conducted in Closed Session by the Board.

6 ATTACHMENTS

Attachment A – Summary of Solid Waste Services

Attachment B – Declaration of Non-Affiliation

Attachment C – Non-Collusion Declaration

| Service | WVCR |
|--|--|
| | Used Oil and used oil containers |
| Residential Green Waste | <p>Weekly, automated collection, Company-provided cart, curbside (except for disabled)</p> <p>Cart sizes available: 32, 64 and 96 gallon (or similar size)</p> <p>Customer may request up to 3 – 95 gallon carts at no additional charge</p> |
| Clean-ups | <p>One curbside event annually</p> <p>Los Gatos has two annual curbside events</p> |
| E-waste, Batteries, Oil and Water Based Paint Collection | <p>Collected curbside during the annual clean-up event</p> <p>May be dropped off at the Green Team of San Jose's MRF at 625 Charles Street in San Jose</p> |
| Multi-family Solid Waste (Five-plex or larger) | Weekly, Company-provided cart or bin |
| Multi-family Recyclables (Five-plex or larger) | Weekly, Company-provided cart or bin (recycling cart with 6 yard, solid waste bin) |
| Commercial Solid Waste | Weekly, Company-provided carts and bins |
| Commercial Organics | Weekly, Company-provided carts and bins |

**ATTACHMENT C
NON-COLLUSION DECLARATION**

I, _____ declare as follows:

That I am the _____ of _____, the party making the attached bid; that the bid is not made in the interest of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and had not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding, that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of _____, at Los Gatos, California.

By _____

Title: _____

NOTE: Signature must be notarized.

Authority: Public Contract Code 7106

CCP 2015.5