



REQUEST FOR PROPOSAL

(Qualifications Based RFP)

RFP Number #: **12016**

RFP Name: **Consultant Services for San José Clean Energy**

RFP release date:	April 29, 2016
RFP can be obtained from:	Register and download from www.BidSync.com . City of San José – Consulting
Contact name: Phone: E-mail address:	Andrew Hitchcock, Procurement Specialist 408-975-2572 andrew.hitchcock@sanjoseca.gov
Deadline for questions and objections:	May 20, 2016 8:30 PM PDT
RFP due date: Time: Location:	May 27, 2016 4:00 PM PDT City of San José Environmental Services Department Attn: Andrew Hitchcock 200 E. Santa Clara Street, 10 th Floor San José, CA 95113
Oral Interviews	To be scheduled at a later date, if necessary

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1 INTRODUCTION

The City of San José (“City”), through its Environmental Services Department (“ESD”), is seeking proposals from qualified firms (“Consultant”) to provide consulting services supporting San José Clean Energy, a community choice aggregation (“CCA”) program, including development of a technical study for San José and assisting with community engagement planning and implementation. Consultants shall have relevant expertise, experience and an approach that demonstrates their ability to provide the required services.

2 BACKGROUND

The mission of ESD is to deliver world-class utility services and programs to improve our health, environment, and economy. ESD is comprised of over 500 full-time employees responsible for the delivery of garbage and recycling services, wastewater management, recycled water services, storm water management, watershed protection, energy and sustainability programs, and drinking water for some areas in San José.

ESD is leading the City’s efforts to explore the implementation of San José Clean Energy, a CCA program for San José. A CCA is a program of a local government, or group of local governments, that purchase energy on behalf of local electricity customers within its borders while the delivery, metering, and billing of the electricity continue to be a function of the local incumbent utility, PG&E in the case of San José. The option for California communities to develop and operate CCAs was established by Assembly Bill 117 in 2002, Chapter 838, Statutes of 2002. California currently has three operational CCA programs: Marin Clean Energy, Sonoma Clean Power, and Lancaster Choice Energy. CleanPowerSF is also scheduled to begin operation in May 2016. CCAs offer consumers an alternative choice for their electricity and can support local climate action plan goals through the purchase and development of renewable energy.

Before deciding whether to launch San José Clean Energy, analysis will be required to assess whether such a program may be financially viable and if it can achieve the policy goals set forth by the City Council in San José. Per San José City Council direction at its March 1, 2016 meeting, the City has the following initial goals for its prospective CCA program:

- Keep customer rates cost competitive with Pacific Gas and Electric Company’s (“PG&E) rates;
- Increase the renewable energy in the power mix to exceed the baseline power mix offered by PG&E by a minimum of 10 percent;
- Receive a share of CCA revenues for use on local, energy programs;
- Deliver local renewable energy development and energy-efficiency programs at or above current budget levels;
- Ensure low-income program offerings are, at minimum, on par with current PG&E offerings;
- Provide the City with option to assume operations of CCA; and
- Reduce San José’s greenhouse gas emissions

ESD is seeking a technical study of a CCA in San José in order to understand the financial viability and other risks associated with CCAs with analysis presented in a technical study as they relate to various governance models (i.e. single-city, joint-power authority, and turn-key options). The Consultant will complete a technical study that evaluates feasibility options and assist City staff in initial community engagement around a CCA program in San José. Community engagement will provide information on the CCA and engage stakeholders in the potential CCA formation process and with the beginning steps in a CCA evaluation process. The technical study will identify pertinent specifications and requirements associated with a CCA program under different governance models.

The study will analyze impacts of various clean energy and greenhouse gas (“GHG”) reduction scenarios and will also assess whether and under what conditions San José Clean Energy’s electricity rates would be competitive with those offered by the incumbent utility.

The selected firm will be expected to gather data, and provide analysis to fulfill all parts of the Scope of Services included in the RFP. Each task will be more specifically defined through discrete Service Order(s). Phase I of this CCA evaluation process is centered on a technical study and community engagement. As detailed in the “Scope of Work”, the Consultant’s responsibilities will include completing a CCA technical study for San José and supporting the City’s community engagement efforts. The Consultant may also provide additional services to support San José Clean Energy evaluation, outreach, and/or formation. Deliverables related to the Scope of Work are expected to include:

- Bi-weekly updates, either written or verbal, on project status
- Verification/ finalization of load data from PG&E including assessment and reconciliation of any data discrepancies
- Draft technical study (prepared no later than Oct. 25, 2016)
- Attendance at up to ten (10), 2-hour long community/ stakeholder meetings to present CCA information and/or the draft technical study.
- Final technical study (prepared no later than Dec. 1, 2016)

San José Characteristics

The City has requested two years of load data from PG&E and expects to receive this data by the time the technical study work begins.

Population (2014): 1,015,785

Electricity Consumption: Total city-wide electricity consumption for the last three years is summarized in the table below.

Year	Total City-wide Electricity Consumption (MWh)
2013	4,802,394
2014	4,757,733
2015	4,702,567

3 SCOPE OF WORK

The successful proposal submittal(s) shall demonstrate that the Consultant has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of work.

The specific tasks requested for an individual project will be authorized through a separate Service Order prepared prior to the start of work, which will also include the time limit within which such services must be completed and the compensation for such services. Consultant shall not perform any services unless authorized by a fully executed Service Order. The City is not obligated to issue any Service Orders under a Master Agreement.

The Consultant shall provide comprehensive CCA consultant services including, but not limited to, the following:

3.1 CCA Technical Study

3.1.1 Project management

3.1.1.1 Provide biweekly updates

3.1.1.2 Facilitate project to meet deadlines

3.1.2 Load study and 5-year load forecast

3.1.2.1 Reconcile any data discrepancies from two years of PG&E electricity load data

3.1.2.2 Prepare current and forecasted customer load curves including peak period demand and expected effects on the CCA's resource adequacy requirements across each applicable capacity designation

3.1.2.3 Parcel out load data by various customer segments (residential, commercial, industrial, and municipal)

3.1.2.4 Prepare summary level data for residential, commercial, industrial and municipal accounts

3.1.3 Rate analysis

3.1.3.1 Prepare PG&E forecasted rates by rate class (high, medium, low scenarios)

3.1.3.2 Identify factors affecting rates and their impacts

3.1.3.3 Identify and analyze PG&E fees

3.1.3.4 Prepare CCA rate estimates

3.1.3.5 Compare CCA rates with PG&E's rates, including any PG&E 100% renewable options, local renewable content, bundled vs. unbundled Renewable Energy Credit (REC) content, and any other relevant metrics

3.1.4 Supply scenarios

3.1.4.1 Analyze renewable energy requirements to achieve compliance with California's Renewables Portfolio Standard ("RPS"), role of RECs over that time period, and other information needed to develop supplier bid specifications

3.1.4.2 Analyze CCA rates and GHG emissions reductions under a minimum of three renewable energy procurement approaches, in alignment with goals and including the following considerations:

3.1.4.2.1 The use of bundled (category 1 and 2) vs. unbundled RECs (category 3)

3.1.4.2.2 The integration of local distributed resources for all or a part of the supply portfolio

3.1.5 Economic impacts

3.1.5.1 Analyze direct and indirect local economic impacts under various supply scenarios and in comparison with PG&E.

3.1.5.2 Analyze additional energy efficiency and demand reduction opportunities with demand response, microgrids, and energy conservation programs; including consideration of load data analysis (e.g. large users that may be able to take advantage of new energy savings technologies)

3.1.6 Sensitivity analysis

3.1.6.1 Evaluate changes in the variables and identify key drivers for potential rate volatility including:

- 3.1.6.1.1** Market prices for conventional and renewable energy
- 3.1.6.1.2** Program phase-in at varying supply levels
- 3.1.6.1.3** Changes in PG&E generation rates, exit fees, and customer surcharges, and other possible PG&E rate changes
- 3.1.6.1.4** Changes in policies affecting local renewables development, including possible net metering, federal solar tax credit, and wind power production tax credit changes
- 3.1.6.1.5** To what extent rates may change depending on varying levels of participation
- 3.1.6.1.6** Rate sensitivity to the inclusion of renewable energy resources at levels that exceed the state RPS
- 3.1.6.1.7** Rate sensitivity to the inclusion of local renewable generation, energy efficiency, demand response and demand reduction programs
- 3.1.6.1.8** Customer opt-out rates (low, medium, and high scenarios)
- 3.1.6.1.9** Impact of new policies and/or regulations related to CCAs
- 3.1.6.1.10** Identification of any anomalies, either challenges or opportunities, in the service area related to geographic, demographic or economic circumstances

3.1.7 Financial analysis

- 3.1.7.1** Analyze the CCA programs costs and revenues including:
 - 3.1.7.1.1** Energy costs (forecast spot market prices, long and short-term power contracts, and renewable energy minimums)
 - 3.1.7.1.2** Start-up costs
 - 3.1.7.1.3** Cost of capital
 - 3.1.7.1.4** Operating and maintenance costs (e.g. administrative, staffing, external technical/legal/marketing support, billing/metering/collections, customer service and data management)
 - 3.1.7.1.5** Uncollected bills
 - 3.1.7.1.6** CCA customer responsibility charges and terms
 - 3.1.7.1.7** Program reserves
 - 3.1.7.1.8** CCA bonding for reentry fees
 - 3.1.7.1.9** PG&E surcharges, including exit fees
 - 3.1.7.1.10** Power supply costs that include feed-in tariff and net energy metering programs offered by the CCA
 - 3.1.7.1.11** Impact of various governance models (single-City, joint powers authority, and third-party turnkey)
- 3.1.7.2** Prepare 10-year pro forma reports under the various electricity supply scenarios, under sensitivity case assumptions, and under a customer phasing in approach

3.1.8 Risk analysis (risks and risk-mitigation measures)

- 3.1.8.1** Evaluate the financial risk to the City in the event of program failure or loss and financial safeguards that are recommended to be put in place in order to mitigate financial risk
- 3.1.8.2** Evaluate the impacts on customers in the event of program failure or loss
- 3.1.8.3** Evaluate the financial risk associated with supply-demand mismatches and changes in market pricing under various portfolio scenarios
- 3.1.8.4** Analyze regulatory and legislative risk, due to rule changes at the CPUC or changes in state law that affect CCA competitiveness

3.1.8.5 Analyze the CCAs ability to procure renewable energy in compliance with RPS standards as the number of CCAs in the State expands and related to changes in state law under SB 350, Chapter 547, Statutes of 2015.

3.1.8.6 Evaluate any other legal, financial, or market risks

3.1.8.7 Identify and provide analysis of an exit strategy for the CCA program

3.1.9 Governance models

3.1.9.1 Evaluate various governance models (single-City, joint powers authority, and third-party turnkey) for achieving program goals, management efficiency and effectiveness, financial impacts, and decision-making autonomy and discretion.

3.2 Community Engagement

3.2.1 Attend up to ten, 2-hours long community outreach and engagement events to support ESD staff in the presentation of information on CCAs and gather input on the draft CCA technical study.

3.3 Additional Services

3.3.1 In general, any services related to the development of a CCA program identified as necessary during the course of the project, but not included in the scope above, may be considered to be additional services. Any additional services identified shall be negotiated with the Consultant. The Consultant shall not begin work on additional services until receipt of a written notice by City to begin work via a Service Order. These services will not be considered in the Total Cost Proposal as they are not known at this time.

4 DESIRABLE QUALIFICATIONS

Desirable experience, knowledge, and skills may include, but are not limited to the following:

- 4.1 Experience with drafting a CCA technical study for a California jurisdiction/entity.
- 4.2 Experience with electricity load data analysis
- 4.3 Experience with market-based analysis for projected energy pricing
- 4.4 Experience with rate setting/design and sensitivity analysis
- 4.5 Knowledge of California energy markets, including legislation and regulations applicable to CCA programs, procurement processes, regulations regarding renewable portfolio standards, resource adequacy and resource planning and management
- 4.6 Knowledge of the CCA formation process in California, and knowledge of California laws and regulations governing CCAs
- 4.7 Expertise in resource planning and energy procurement
- 4.8 Experience with financial and economic analysis and modelling, and analysis of energy demand
- 4.9 Knowledge of utility rate-setting and rate design
- 4.10 Knowledge of energy efficiency and demand reduction programs, demand response, renewable technologies, and other programs and technologies that might present opportunities to CCA
- 4.11 Experience analyzing construction labor markets as they relate to the labor and clean energy goals of CCA.
- 4.12 Knowledge of California energy compliance reporting as it relates to CCA.

5 HOW TO OBTAIN THIS RFP

This RFP may be downloaded from the BidSync solicitation posting system. Proposers must register with BidSync at www.BidSync.com. If you have a problem registering online, contact BidSync directly toll-free at (800) 990-9339 or by email at www.BidSync.com.

All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFP is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

Prospective subcontractors should note that once registered with BidSync, they will be able to view all organizations (with name and contact information) downloading the RFP document.

6 TERM OF AGREEMENT

It is anticipated that the term of this agreement will be effective for one year from the date of execution with a 1-year option to extend.

7 COMPENSATION AND WORK HOURS

The agreement is anticipated to be up to a maximum not-to-exceed amount of \$230,000. Estimated hours and deliverable timelines will be approved by City, before the Consultant begins work on any task. Consultant will not perform any tasks outlined in the agreement, unless authorized by the City via a Service Order.

8 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

- 8.1** All questions/inquiries must be made through the contact listed on the cover sheet of this document, via BidSync. Contact with representative(s) other than name listed in this RFP is grounds for disqualification. The City will provide a written response to all questions in the form of an Addendum.

9 OBJECTIONS

- 9.1** Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the Contact listed on the cover sheet of this document. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.
- 9.2** All objections, questions and inquiries must be received by the deadline stated on the cover sheet.

10 PROPOSAL SUBMITTAL REQUIREMENTS

You must respond to this RFP by the due date and time as state on the cover sheet of this document in order for your proposal to be considered. All information contained in the proposal should be concise and responsive to the content of this request. Proposers are to:

- Submit one (1) original and five (5) copies of the proposal and clearly label the outside of the box, package or envelope with “**RFP #12016 Consultant Services for San José Clean Energy**”. The original signature version is to be clearly identified as “Original” and “Copies” are to be clearly identified as such
- Submit one (1) digital copy of your complete proposal on a Universal Serial Bus (USB) flash/memory key or Compact Disc (CD)
- Copies shall be double-sided on 8-1/2” x 11” recycled paper
- All pages shall be sequentially numbered and a table of contents shall be provided
- Do not use loose-leaf binders for proposals

10.1 PROPOSAL CONTENT

Required documents include the following:

10.1.1 COVER LETTER

Provide a cover letter (maximum 1 page) signed by an authorized representative of the Consultant giving an overview of the Consultant’s general ability to perform the scope of work described in this RFP. Provide the email address for the Consultant’s contact.

10.1.2 FIRM PROFILE (Experience)

Provide a profile of your firm that includes the firm’s name, address, phone number, website, brief history and number of years in business. Indicate the current total number of employees in your firm, describe the organizational structure, and number of offices in San José or closest to San José including the number of employees in that office(s).

Describe the mission and objectives of your firm including specialties, core services and the types of clients served. Describe corporate qualifications and resources that support your abilities to undertake this project.

10.1.3 STATEMENT OF QUALIFICATIONS (Expertise)

Provide a statement of your staff's expertise including a summary of similar activities they worked on that is directly applicable to the proposed scope of work. Describe how your firm's staff meets the desirable qualifications and their ability to perform the scope of work. An additional statement is required for each subconsultant. The subconsultant shall provide the same level of information as in the Consultant's statement.

10.1.4 ORGANIZATION CHART (Expertise)

Provide an organizational chart that clearly identifies the project manager, key staff and direct connection to the City. If applicable, include direct connections with any partner or sub-consultant(s). Identify staff that is responsible for overseeing each employee or work area. Show the relationship between the organization's members with their respective title, role, and/or relationship to the proposed project. Include some detail related to work area and/or descriptions of anticipated task(s).

10.1.5 TEAM RESUMES (Expertise)

Include one (1) resume for the project manager that will be assigned to manage services described in this RFP AND four (4) additional resumes for key staff that will likely perform work listed in this RFP. Resumes should highlight relevant key areas of expertise and project experience related to performing the requirements of this RFP.

10.1.6 PROJECT APPROACH (Approach)

Provide a summary of the firm's project approach, providing a clear description of the methodology and specific work activities typically undertaken to successfully complete all the work within the desired timeframe. Identify key strategies describing how the Consultant's approach will ensure quality services/products and timely and accurate completion of work. Provide sufficient detail to clearly demonstrate understanding of the scope, requirements, and level of effort. Describe the availability of each staff member to perform the tasks required for the project with respect to any other project they are currently involved with.

10.1.7 PAST PROJECTS & REFERENCES (Experience)

Provide a brief description of three (3) past projects of similar scope and size of the Scope of Work described in this RFP. Examples in which the key staff listed in section 10.1.5 were a part of are preferred.

Include the following past project information:

1. Project Name
2. Project Description and services provided
3. Project Location and Date
4. Budget for the project and total budget expenditure
5. Schedule for the project (i.e. begin and finish time) – schedule performance
6. Key Deliverables provided
7. Key personnel involved
8. Sub-consultants employed

Include the following reference information:

9. Contact information for client agency (entity name, address and phone)
10. Contact name, phone number and e-mail of the client's project manager

10.1.8 PROPOSAL CERTIFICATION

Complete *FORM 1 - CERTIFICATION* on which the Consultant must make a number of certifications and representations. Read the Certification carefully and sign it.

10.1.9 REQUEST FOR CONTRACTING PREFERENCE FOR LOCAL AND SMALL BUSINESSES

Submit this form only if you wish to be considered for this preference. It may not be submitted late. Please note that in Order to be considered a Small Business Enterprise, the Respondent must qualify as a Local Business Enterprise.

11.1.9.1 If you wish to be considered for a local and small business preference as set forth in Chapter 4.12 of the San Jose Municipal Code, complete *FORM 2 – LOCAL AND SMALL BUSINESS PREFERENCE*.

A “local business enterprise” is entitled to a preference of 5 percent of the total points used to determine the most advantageous submittal. A “local business enterprise” that also is a “small business enterprise” is entitled to an additional preference of 5 percent of the total points used to determine the most advantageous submittal.

The preference only applies to the Consultant submitting the proposal. If a joint venture or partnership is submitting the proposal, then the following rules apply.

- a. The “local business enterprise” preference applies if any one of the firms in the joint venture or partnership meets the definition for a “local business enterprise.”
- b. If the joint venture or partnership qualifies as a “local business enterprise,” then whether it meets the definition of “small business enterprise” is determined by the aggregate of all of the employees in the joint venture or partnership.

Consultants cannot submit Form 2 after the Submittal Deadline. ***If a Consultant does not complete and submit Form 2 with its proposal, then the Consultant cannot receive the preference – even if the Consultant otherwise might qualify for the preference.***

10.1.10 EXCEPTIONS TO MASTER CONSULTANT AGREEMENT

The Consultant selected to perform the services described in this RFP will enter into a Master Consultant Agreement with the City before performing any work. An exemplar of the standard terms and conditions of the Master Consultant Agreement that the Consultant would need to enter into is set forth in Attachment “A” of this RFP, entitled “EXEMPLAR MASTER CONSULTANT AGREEMENT.” Complete *FORM 3 - EXEMPLAR ACKNOWLEDGEMENT* noting whether the Consultant takes any exceptions to the standard terms and conditions set forth in the Exemplar. ***In selecting a Consultant, the City may consider any exceptions to the standard terms and conditions taken by a Consultant.***

10.1.11 INSURANCE ACKNOWLEDGEMENT

Complete *FORM 4 – INSURANCE ACKNOWLEDGEMENT* which confirms whether the Consultant has the required insurance at the time of submitting the Proposals.

10.1.12 CONSULTANT RATE SHEET

Complete and submit one (1) *FORM 5 – CONSULTANT RATE SHEET* in a sealed envelope clearly marked “**RFP#12016 Consultant Services for San José Clean Energy**”. No other copies are necessary.

Provide all applicable rates through the entire term of the agreement, including, expected expenses, sub consultant costs (if any), markups, other pertinent costs and hourly rates for all members who would be involved in the performance of the tasks outlined in the Section 3. Scope of Work.

10.1.13 CONFLICT OF INTEREST

Complete *FORM 6 – CONFLICT OF INTEREST* for all submitted resumes included in the Proposal submittal.

10.1.14 CONSULTANT COST FORM (Cost)

Complete and submit one (1) FORM 7 – CONSULTANT COST FORM for the tasks outlined in the scope of work of this RFP. Include the cost form in a sealed envelope clearly marked “RFP#12016 Community Choice Aggregation Consultant Services”. No other copies are required. Include expected expenses, sub consultant costs (if any), markups and other pertinent costs.

11 SELECTION PROCESS AND EVALUATION CRITERIA

11.1 SELECTION PROCESS

11.1.1 City staff will evaluate proposal submissions. The City reserves the right to interview prospective firms/individuals prior to making its selection. The City also reserves the right to rely on information from sources other than the information provided by the respondents.

11.1.2 Responses will be evaluated as outlined in this section.

11.1.3 Final award shall be contingent upon selected firm (Consultant) accepting Terms and Conditions in substantial conformity to the terms listed in *ATTACHMENT A - EXEMPLAR MASTER CONSULTANT AGREEMENT* of this RFP.

11.1.4 City reserves the right to accept an offer in full, or in part, or to reject all offers.

11.2 EVALUATING CRITERIA

A review panel will evaluate submissions in accordance with the criteria listed in the table below. The City reserves the right to interview the prospective firms prior to making its final selection. Firms invited to the oral interview may incur adjusted scoring from their written proposal that will be re-ranked by the interview panel. A ranked list will be established based on the criteria below:

DESCRIPTION	WEIGHT
Proposal Responsiveness	Pass/Fail
Experience	35%
Expertise	40%
Approach	10%
Total Cost	5%
Local Business Enterprise	5%
Small Business Enterprise	5%

12 GROUND FOR DISQUALIFICATION

12.1 All Proposers are expected to have read and understood the “Procurement and Contract Process Integrity and Conflict of Interest,” Section 7 of the Consolidated Open Government and Ethics Provisions adopted on August 26, 2014. A complete copy of Resolution No. 77135 can be found at:

<http://www.sanjoseca.gov/documentcenter/view/35087>.

12.2 Any Proposer who violates the Process Integrity Guidelines will be subject to disqualification. Generally, the grounds for disqualification include:

12.2.1 Contact regarding this procurement with any City official or employee or Evaluation team other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

12.2.2 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

12.2.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

12.2.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresent or fail to disclose material facts during the evaluation process.

12.3 In addition to violations of Process Integrity Guidelines, the following conduct may also result in disqualification:

12.3.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

12.3.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

12.3.3 Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.

12.3.4 Proposer's default under any City agreement, resulting in termination of such Agreement.

13 CONFLICT OF INTEREST

13.1 In order to avoid a conflict of interest or the perception of a conflict of interest, Proposer(s) selected to provide services under this RFP will be subject to the following requirements:

13.2 The Proposer(s) selected under this RFP will be precluded from submitting proposals or bids as a prime contractor or subcontractor for any future procurement with the City if the specifications for such procurements were developed or influenced by the work performed under the agreement(s) resulting from this RFP.

13.3 Proposer(s) may not have any interest in any potential Proposer for future City procurements that may result from the work performed under the agreement resulting from this RFP.

13.4 In order to determine whether such interest may exist, all Proposers must complete the attached *FORM 6 – CONFLICT OF INTEREST*.

14 GENERAL INFORMATION

14.1 The successful Proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in *ATTACHMENT B – INSURANCE REQUIREMENTS* at the time the contract is executed.

14.2 All costs associated with responding to this request are to be borne by the Proposer.

- 14.3** It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of San José contracts.

15 LOCAL AND SMALL BUSINESS PREFERENCE

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference shall be 5 points if the business is local and an additional 5 points if the business is small. In order for the Proposer to be eligible for local and/or small business preference, the Proposer must complete *FORM 2 - LOCAL AND SMALL BUSINESSES PREFERENCE*. If the Proposer fails to complete this form and submit it with the proposal, the Proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

The preference shall only be considered for the prime Proposer(s). However, in the event that the proposing firm is a Joint Venture (JV) or Partnership as indicated on the *FORM 1 - CERTIFICATION*, then the Local Preference shall apply if any one of the firms in the JV or Partnership meets the definition for a local business. In order for a JV or Partnership to be considered for the Small Business Preference, then the aggregate of all of the employees that make up the JV or partnership must meet the definition for a small business.

16 PUBLIC NATURE OF PROPOSAL MATERIAL

- 16.1** All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.
- 16.2** Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in Section 15.5.
- 16.3** Do not mark your entire proposal as "confidential".
- 16.4** The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public records Act which provides the exemption as well as the factual basis for claiming the exemption.
- 16.5** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

17 PROTESTS

- 17.1 If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Director of ESD no later than ten calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with the above Section. Failure to submit a timely written Protest to the contact listed below will bar consideration of the Protest.
- 17.2 The address for submitting protests is:

Attention:
Kerrie Romanow, Director
Environmental Services Department
200 East Santa Clara Street, 10th Floor
San José, CA 95113

FORM 1 – CERTIFICATION

Proposing Firm Name:	
Address:	
Telephone:	
Facsimile:	
Contact person name and title:	

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.

2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.

4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Qualifications package, formal addenda issued by the City, or the pre-proposal conference.

5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

FORM 1 – CERTIFICATION (continued)

6. Please check the appropriate box below:

- If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

- If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

- If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

- If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

- If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	
Complete additional signatures below as required per # 6 above	
Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	
Authorized Representative Signature (sign name):	
Authorized Representative Name (print name):	
Authorized Representative Title (print title):	

FORM 2 – LOCAL AND SMALL BUSINESS PREFERENCE

City of San Jose

Request for Contracting Preference for Local and Small Businesses

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the dollar value of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements where price is not the determinative factor such, as an RFP, typically a variety of factors are evaluated to determine which proposal best meets the City's needs. In procurements such as these, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total **points** in the **scoring**.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	<input type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input checked="" type="checkbox"/> Request for Proposal
Type of Preference	<input type="checkbox"/> Price is Determinative	<input checked="" type="checkbox"/> Price is Not Determinative	
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost	LBE preference = 5% of Points SBE preference = 5% of Points	

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name			
Business Address			
Telephone No.			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole proprietorship	<input type="checkbox"/> Other (explain)

*LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number	
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:	

**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your entire business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): Local Business Enterprise Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California
 Date: _____
 Signature: _____
 Print name: _____

FORM 3 – EXEMPLAR ACKNOWLEDGEMENT

Consultant Firm Name _____

Name _____ Title _____

Signature _____ Date signed _____

We take NO exceptions to ATTACHMENT A – EXEMPLAR MASTER CONSULTANT AGREEMENT.

or

We take exception(s) to ATTACHMENT A – EXEMPLAR MASTER CONSULTANT AGREEMENT outlined below:

FORM 4 – INSURANCE ACKNOWLEDGEMENT

Consultant Firm Name _____

Name _____ Title _____

Signature _____ Date signed _____

We acknowledge that we will provide proof of insurance according to section ATTACHMENT B – INSURANCE REQUIREMENTS if we are the top ranked consultants.

or

We take exception(s) to ATTACHMENT B – INSURANCE REQUIREMENTS outlined below:

FORM 6 - CONFLICT OF INTEREST

To be completed by consultants making proposals.

NAME _____ DATE _____

PROPOSED ASSIGNMENT:

In order for the City to assess whether the personnel proposed to be assigned by the successful Proposer to work on the Proposed Assignment have a conflict of interest, this form must be completed by each person that the Proposer intends to assign.

Questions	Yes (Provide Details)	No
<p>1. Personal Relationships</p> <p>(a) Do you currently have or have had any official, professional, financial, or personal relationships with any person or firm associated with this assignment?</p> <p>(b) If yes, describe the type and extent of the relationship.</p> <p>(c) In your opinion, might this affect your judgment or your ability to execute this assignment in a fair and impartial manner?</p>		
<p>2. Stock and Investments</p> <p>(a) Do you own any stock in any company likely to be affected by or involved in the Proposed Assignment?</p>		

<p>(b) Does your spouse or a dependent own any stock in company likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Do you hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment:</p> <p>(d) Does your spouse or a dependent hold any investments in any entity (e.g. partnership, limited liability company, or a trust) likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes to any of the above questions, please provide the name of the company and the amount of the stock or investment.</p>		
<p>3. Employment & Consulting</p> <p>(a) Is your spouse or a dependent employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Has your spouse or dependent been previously employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(c) Have you been employed/retained by anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes to any of the above questions, please provide name of employer, nature of services provided and if the dates employed or retained.</p>		
<p>4. Payments or Gifts</p> <p>(a) Within the past 12 months, have you received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Within the past 12 months, has your spouse or a dependent received any payments or gifts from anyone likely to be affected by or involved in the Proposed Assignment?</p>		

<p>If the answer is yes, please provide the amount the payment or value of the gift, the name and position of the pay or/donor and the date of receipt.</p>		
<p>5. Real Estate</p> <p>(a) Do you own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent own real property that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the location of the property.</p>		
<p>6. Positions</p> <p>(a) Do you currently hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>(b) Does your spouse or a dependent hold a position (e.g. member of a board of directors) of any entity (e.g. a company, partnership, association, nonprofit) that is likely to be affected by or involved in the Proposed Assignment?</p> <p>If the answer is yes, please provide the name of the entity, and the title of the position held.</p>		

7. Are you aware of any facts or circumstance that might give someone the impression that your participation in this process would create a conflict of interest?		
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If during the course of the assignment, any personal, external, or organizational impairments occur that may affect your ability to perform the work and report findings impartially, the undersigned will notify the respective Program Manager immediately.

Signature

Date

Print Name

FORM 7 – CONSULTANT COST

Name of Responding Firm:

Submit the project costs to be considered.

Proposed Cost

Task	Cost
Task 3.1 Technical Study	\$
Task 3.2 Community Engagement	\$
Reimbursable Expenses:	\$
TOTAL COST PROPOSAL:	\$

Notes:

- All Pricing is for a 2-year period and must account for all costs, include all labor as well as any additional travel, reimbursable expenses and/or administrative costs required to complete each task (Labor rates must be all inclusive).
- Cost evaluating criteria shall be scored based on the Total Cost Proposal.
- No other pages with prices and no attached price lists will be included in the Total Cost Proposal