



SCHEDULE T CONTRACT SUMMARY TRANSMITTAL*

FOR USE BY ALL CITY AGENCIES AND DEPARTMENTS FOR PROCUREMENT CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

- 1 Agency PWA Department select
- 2 Project Name P275210 Zero Waste System Design Modeling/Testing and Procurement Technical Assistance Project Amount \$200,000.00
- 3 Budget / Funding (If multiple funding sources complete Additional Funding Section on Page 2)
Fund# 1710 Org# 30682 Account# 54919 Project # P275210 Program # SC17 Encumbrance Amount \$200,000.00
- 4 Project Manager / Responsible Employee Mark Gagliardi
Title Senior Recycling Specialist Phone 238 6262 Email mgagliardi@oaklandnet.com
- 5 Supervisor / Direct Report or Alternate Employee Contact Becky Dowdakin
Title Solid Waste and Recycling Program Supervisor Phone 238 6981 Email bdowdakin@oaklandnet.com
- 6 Consultant / Contractor R3 Consulting Group
Address 4811 Chippendale Dr., Suite 708 Phone (916) 576-0306 Email rtwin@r3cgl.com
Sacramento, CA 95841 Fax (916) 331-9600 Mobile (916) 813 3702
- 7 Type of Contract Professional Service
- 8 Statement of Contract Goal / Purpose Implement the preferred Zero Waste system design option by assisting staff in developing scopes of work for agreements for collection, processing, transfer, and disposal of discarded products and materials
- 9 Actual or Estimated Notice to Proceed Date 3/30/12 Estimated Completion Date 9/1/15
- 10 Resolution Number 83698 Resolution Date 2/7/12
- 11 Location of Contract Documents E

THIS PORTION MUST BE COMPLETED BY THE AGENCY / DEPARTMENT AND/OR THE PROJECT MANAGER Insert language below regarding the evaluation of performance and/or audit requirements. For example: This contract is subject to an independent audit initiated by the City of Oakland and/or this contract will be evaluated quarterly according to the deliverables defined below. Please attach separate sheets if required.

Performance, Inspection Fiscal Reporting and Audit Requirements	
Performance Evaluation	Monthly evaluation of progress toward deliverables
Inspection Requirement	per schedule S
Fiscal Reporting Requirement	Monthly invoicing
Audit Requirement	per schedule S

Deliverables	Date Due	Completion Date	Responsible Source (Prime Sub Supplier Other)	Performance
1 Service agreements for discarded products and materials		Task Order basis	Prime	
2			select one	
3			select one	

City Representative <u>Mark Gagliardi</u>	Date <u>2/21/12</u>
City Representative Signature <u>Mark Gagliardi</u>	
City Clerk <u>Navi Pham</u>	<u>4/4/12</u>

City Clerk Signature _____

Date _____

Must be attached to the signed Contract / Agreement and the First and Final (last) Payment Requests

CONTRACT SUMMARY TRANSMITTAL PROCEDURE**Notes**

- A This Contract Summary Transmittal form must be completed and attached to the signed Contract / Agreement
- B Agency / Department Project Managers are responsible and must ensure Contract Compliance and Employment Services performed the following
- 1) Compliance Analysis
 - 2) Equal Benefits Determination
 - 3) Living Wage Determination
- C Before submission of a Contract
Schedule M (Part A and B) must be submitted to the City Attorney's Office for written approval
- 1) Consultant / Contractor must complete Schedule M – Part A
 - 2) The City Agency / Department must complete Schedule M Part B
- D A photocopy of the completed Contract Summary Transmittal form must be attached to the first and final payment request
- 1) Photocopy the front and back of the completed Contract Summary Transmittal form
 - 2) Photocopy must be attached to the back up documentation on the first payment request and on the final payment request that is submitted to the Finance and Management Agency / Accounts Payable Section

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract Send to the City Attorney's Office for First Review				
Contract Send to the Consultant / Contractor				
Contract Send to the City Attorney's Office for Final Signature				
Contract Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract Send to the Finance and Management Agency / Purchasing Division ***				
Contract Send to the Agency / Department for Director's Signature				
Contract Send to City Administrator's Office for Approval (for contracts over \$15,000)				
Contract Send to City Clerk's Office				

**** All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered
Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor**

Additional Funding Section

Fund Number	Organization Number	Account Number	Project Number	Program Number	Amount to be Encumbered
1710	30682	54919	P275210	SC17	\$200,000.00

City Clerk Signature _____

Date _____

Must be attached to the signed Contract / Agreement and the First and Final (last) Payment Requests

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 - 2) Equal Benefits Determination
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Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract Send to the City Attorney's Office for First Review			3-28-12	
Contract Send to the Consultant / Contractor				
Contract Send to the City Attorney's Office for Final Signature				
Contract Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract Send to the Finance and Management Agency / Purchasing Division ***				
Contract Send to the Agency / Department for Director's Signature			3-29-12	VBT
Contract Send to City Administrator's Office for Approval (for contracts over \$15,000)		Reg	4/3/12	
Contract Send to City Clerk's Office	4/4/12	W	—	—

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Fund Number	Organization Number	Account Number	Project Number	Program Number	Amount to be Encumbered
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OFFICE OF THE CLERK
OAKLAND

2012 JAN 11 AM 10 15

OAKLAND CITY COUNCIL

RESOLUTION No 83698 -C M S

Approved as to Form and Legality


City Attorney

RESOLUTION WAIVING THE ADVERTISING AND COMPETITIVE REQUEST FOR PROPOSAL/QUALIFICATION REQUIREMENTS AND AUTHORIZING THE CITY ADMINISTRATOR TO AMEND AN AGREEMENT WITH R3 CONSULTING GROUP TO PROVIDE ZERO WASTE SYSTEM TECHNICAL ASSISTANCE SERVICES INCREASING THE AMOUNT NOT TO EXCEED BY TWO HUNDRED THOUSAND DOLLARS (\$200,000 00) FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000 00) AND EXTENDING THE TERM BY TWO YEARS TO SEPTEMBER 1, 2015

WHEREAS, the City of Oakland's Franchise Agreement for Solid Waste and Yard Waste Collection and Disposal Services with Waste Management of Alameda County, and the Agreement for Residential Recycling Service with California Waste Solutions expire on June 30, 2015, and

WHEREAS, in 2006 through Resolution No 80286 C M S the City Council adopted a Zero Waste Strategic Plan that included Strategy 2, Develop and Adopt New Rules and Incentives to Reduce Waste Disposal, which states "Development and adoption of a new waste management system design in preparation for Oakland's next collection and disposal contract is key to the goal of reducing waste," and

WHEREAS, in 2009 through Resolution No 82175 C M S the City Council approved an Agreement with R3 Consulting Group to provide Zero Waste system technical assistance consulting services for a four-year term ending September 1, 2013, in an amount not to exceed three hundred thousand dollars (\$300,000 00), and

WHEREAS, the City will use a request for proposals procurement process to secure future solid waste, organic material, and recycling collection, processing and disposal services, and

WHEREAS, R3 Consulting Group is uniquely qualified to provide specialized and technical consulting services to complete the request for proposals procurement process to replace the existing solid waste and recycling agreements, and to maintain the integrity of the work and the confidentiality of the process, and

WHEREAS, Section 2 04 051 B of the Oakland Municipal Code ("OMC") authorizes the City Council to waive the advertising and competitive Request For Qualifications/Request For Proposals ("RFQ/RFP") selection process if it finds and determines that it is in the City's best interests to do so, and

WHEREAS staff recommends that the City Council waive the advertising and competitive RFQ/RFP process in order to amend the Agreement with R3 Consulting Group for specialized and technical consulting services needed to complete the request for proposals process for establishing new contracts prior to the end of current service agreements in June 2015, and

WHEREAS, the City Council finds that the services provided pursuant to the agreement authorized hereunder are of a professional scientific or technical nature and are temporary in nature and

WHEREAS the City Council finds that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service now therefore be it

RESOLVED That the City Council hereby finds and determines per Section 2 04 051 B of the OMC that it is in the best interests of the City to waive the RFP/RFQ competitive selection requirement of Section 2 04 051 A of the OMC based on the reasons and circumstances discussed in the Report that accompanies this Resolution, and be it,

FURTHER RESOLVED That the City Administrator is hereby authorized to amend the Agreement with R3 Consulting Group to provide Zero Waste System Technical Assistance consulting services to increase the Agreement's not to exceed amount by two hundred thousand dollars (\$200,000 00), for a total amount not to exceed five hundred thousand dollars (\$500,000 00), and to extend the term of the Agreement by two years to September 1 2015, and be it

FURTHER RESOLVED That the additional two hundred thousand dollars (\$200,000 00) expenditure under the Agreement with R3 Consulting Group will be funded by Recycling Program Fund (1710), and be it

FURTHER RESOLVED That the City Administrator or his/her designee is hereby authorized and empowered to approve any subsequent amendments to or extensions of said agreement with the exception of those related to an increase in total compensation or the allocation of additional funds, provided that such amendments or extensions shall be reviewed by the City Attorney and filed with the City Clerk's Office, and be it

FURTHER RESOLVED That a copy of the agreement will be on file in the City Clerk's Office and will be approved by the Office of the City Attorney

IN COUNCIL OAKLAND CALIFORNIA FEB 7 2012 20

PASSED BY THE FOLLOWING VOTE

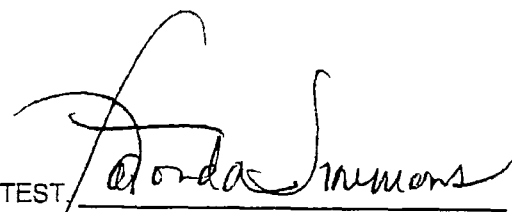
AYES - BROOKS BRUNNER DE LA FUENTE KAPLAN KERNIGHAN NADEL, SCHAAF and PRESIDENT REID - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST


LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland California

**AMENDMENT NO 1 TO THE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
R3 CONSULTING GROUP**

This Amendment dated February 22, 2012 amends the original agreement dated September 1, 2009, by and between the City of Oakland, a municipal corporation (hereinafter "City"), and R3 Consulting Group (hereinafter "Contractor"), for Project #P275210 - Zero Waste System Design Modeling/Testing and Procurement Technical Assistance as follows

- 1 Scope of Services
Contractor agrees to continue to provide services required in the original contract and those described in the attached **Attachment A – Scope of Services**
- 2 Time for Performance
The time for performance of the contract work is extended from September 1, 2013 to June 30, 2015
- 3 Compensation
Contractor will be paid under this Amendment for performance of the entire scope of services set forth in Attachment A an amount not to exceed two hundred thousand dollars and zero cents (\$200,000 00), for a total contract amount not to exceed five hundred thousand dollars and zero cents (\$500,000 00) Payment terms shall be in accordance with original agreement and **Attachment B – Billing Rates**
- 4 Living Wage Adjustments (Schedule N)
Effective July 1, 2011, the minimum compensation for Contractor's employees who perform services under or related to this amendment is the hourly wage rate of \$11 35 with health benefits or \$13 05 without health benefits
- 5 Prompt Payment Ordinance
This amendment is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2 06 (Ordinance 12857 C M S , Passed January 15, 2008 and effective February 1, 2008), establishing a policy requiring payment within 20 business days after receipt of an invoice for purchase of goods and/or services
- 6 Arizona and Arizona-Based Businesses (Schedule B-2)
Contractor agrees that in accordance with Resolution No 82727 C M S , neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070

Contractor acknowledges its duty to notify the Office of the City Administrator, Contracts and Compliance Unit if its Business Entity or any of its subsidiaries affiliates

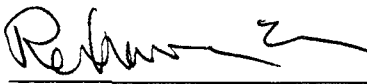
or agents subsequently relocates its headquarters to the State of Arizona Such relocation shall be a basis for termination of this agreement

7 Dispute Disclosure (Schedule K)

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services This includes contract amendments Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement The City will provide a form for such disclosure upon Contractor's request Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement

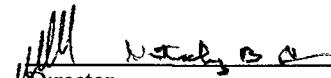
All other terms and conditions of the original agreement, except for those modified by this Amendment, shall remain unchanged and in full force and effect

R3 Consulting Group

 3/5/12

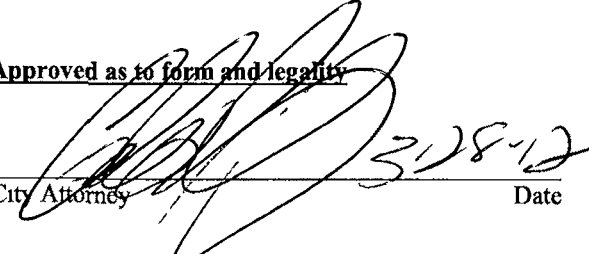
Richard Tagore-Erwin Date
Principal

Public Works Agency

 3-29-12

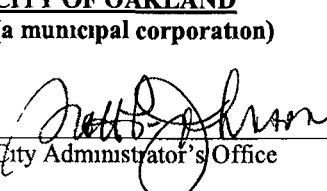
Director Date

Approved as to form and legality

 3/28/12

City Attorney Date

CITY OF OAKLAND
(a municipal corporation)

 4/3/12

City Administrator's Office Date

Resolution No 83698

Oakland Business License No 28004065

Accounting No 201003858

Oracle Expiration Date _____

**AMENDMENT NO. 1 TO THE AGREEMENT
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1 Scope of Services

Contractor agrees to continue to provide services required in the original contract and those described in the attached **Attachment A – Scope of Services**

2 Time for Performance

The time for performance of the contract work is extended from September 1, 2013 to June 30, 2015

3 Compensation

Contractor will be paid under this Amendment for performance of the entire scope of services set forth in Attachment A an amount not to exceed two hundred thousand dollars and zero cents (\$200,000 00), for a total contract amount not to exceed five hundred thousand dollars and zero cents (\$500,000 00) Payment terms shall be in accordance with original agreement and **Attachment B – Billing Rates**

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Schedule A - SCOPE OF SERVICES
For R3 Consulting Group to Provide Zero Waste System Design Modeling,
Testing and Procurement Technical Assistance

I PROJECT OVERVIEW

The Contractor shall provide technical assistance described below to aid the City in completing a two-phase Zero Waste System design and implementation project

- Phase I Modeling and testing Zero Waste system design options to identify a preferred option
- Phase II Implementing the preferred Zero Waste system design option by developing service agreements for collection, processing, transfer, and disposal of discarded products and materials

II PROJECT SUMMARY

Phase I has two major activities

- 1 **Conceptual Design** Developing several sufficiently distinct conceptual Zero Waste System Design Scenarios and
- 2 **Modeling/Testing** Developing and applying a modeling tool to build out and analyze each conceptual Zero Waste System Design Scenario developed in Task 1 using the City's Evaluative Criteria to arrive at a recommended preferred ZWSD option

Phase II of the project will involve the Contractor assisting the City in developing service agreements for collection, processing, transfer, and disposal of discarded products and materials

III SCOPE OF SERVICES

Phase I

Task 1 – Initial Zero Waste System Design Scenario Planning

Task 2 – Develop and Evaluate Zero Waste System Design Scenarios

Phase II

Task 3 – Phase II Kick-Off Meeting and Confirm Program Recommendations

Task 4 – Develop Service Proposal Evaluation Criteria and Evaluation Process

Task 5 – Develop and Issue Request for Proposals Documents

Task 6 – Evaluation of Proposals

Task 7 – Finalizing Service Agreements (s)

Task 8 – Perform Additional Related Work/Contingency

Task 1 – Initial Zero Waste System Design Scenario Planning

Level of effort ~12% of total project

Task 1 1 Phase I Meetings

Task 1 1 will include a kick-off meeting with key members of the R3 Project Team and City staff. The Kick-Off Meeting will include review of the desired outcome of Phase I, and how the Phase I final deliverable (the schematic-level design of the preferred system option) will tie into Phase II, establishment of communication channels and protocols will be established, Phase I schedule will be refined, and Contractor's document request list will be reviewed. This task also includes additional meetings with City staff.

Task 1 2 Preparation of Background Document

Task 1 2 will involve the preparation of a six to eight page background document describing the City's existing solid waste management system, including estimated system costs, and identifying broad opportunity areas for waste diversion. This will include a summary of key components of Oakland Municipal Code Chapter 8 28 (Solid Waste Collection and Disposal and Recycling) and 15 34 (C&D Ordinance), and the current franchise and recycling service agreements. This will be based on written reports already prepared by the City.

The background document will also describe the various components of the current system, overall disposal and diversion rates and diversion rate trends. The background document will provide relevant highlights from applicable waste characterization information, including the Alameda County Waste Management Authority/SRRB's most recent countywide study. It will also review the City's Zero Waste goal and policies. The document will conclude with a synthesis of this information, to identify major waste types and waste streams that present the greatest opportunities for waste reduction and recycling.

Task 1 3 Diversion Strategies

The Contractor will work with the City to develop diversion strategies to meet or exceed the City's Zero Waste Goals. The diversion strategies to be included in Task 2 Zero Waste System Design Scenarios (Scenarios) might include:

- Waste prevention mechanisms that can be implemented by businesses and residents,
- Pricing structures that can be used to encourage waste prevention and encourage high participation and maximization of proper separation for recycling (all material types and sectors of waste generation including self-haul),
- Diverting compostable organics from all sectors of the City, either through separate collection or co-collection with plant trimmings,
- Increasing the recovery rate of materials currently collected in the curbside and commercial recycling programs, including using additional promotional and outreach tools,
- Increasing the types of materials accepted for collection in the curbside and commercial recycling programs, including identifying the impacts on collection, processing and marketing of the currently recovered materials,
- Encouraging residents and businesses to donate unwanted items to businesses that will refurbish and resell them, or donate them to charitable groups outside the City,
- Requiring the collectors to find reuse options for as much of the bulky items collected as possible, by offering working or repairable items to thrift organizations, at swap meets, for free or for sale to appliance repair shops,

- Expanding recovery of construction waste materials and demolition wastes, possibly by diverting it all to a local C&D debris processor, by making changes in the way building permits are issued and charged, or by requiring separation of recoverable materials by contractors, and
- Mandatory separation of recyclable and compostable materials from other wastes by residents and businesses

Task 1 4 Conceptual Designs

The Contractor will meet with City staff and City invitees (e.g., StopWaste Org staff) to discuss and develop conceptual designs for basic system components, diversion strategies and initial Scenarios to be evaluated in Task 2. The initial conceptual design planning will focus on fatal flaws to narrow down the potential list of system options that best meet the City's goals and can most reasonably be adopted by the City Council and accepted by the City's constituents. Meeting will refine program options that the City has been considering, as well as any new options. The outcome of the Conceptual Planning Meetings will be a summary memo addressing the following:

- Overall system structure and integration of system elements
- Potential diversion ability and potential results
- Rate structure options, cost recovery
- Legal and regulatory issues such as Proposition 218 nexus considerations, and risks, and CEQA "triggers"
- Available facilities and facility needs
- Capital and operating cost factors
- Procurement Strategy (i.e., exclusive or open system, bundled services, bundled or separate disposal, transfer, processing, collection contracts, sequencing of RFPs)
- Likely requirements for municipal code amendments
- City Administrative structure

Task 1 Deliverables

- Kick-Off Meeting
- Updated Project Schedule
- Draft and Final Background Document
- Summary of Diversion Strategy
- Three (3) Conceptual Planning Meetings
- Draft and Final Conceptual Planning Outcome Summary
- Up to two (2) additional meetings with City staff

Task 2 – Develop and Evaluate Zero Waste System Design Scenarios

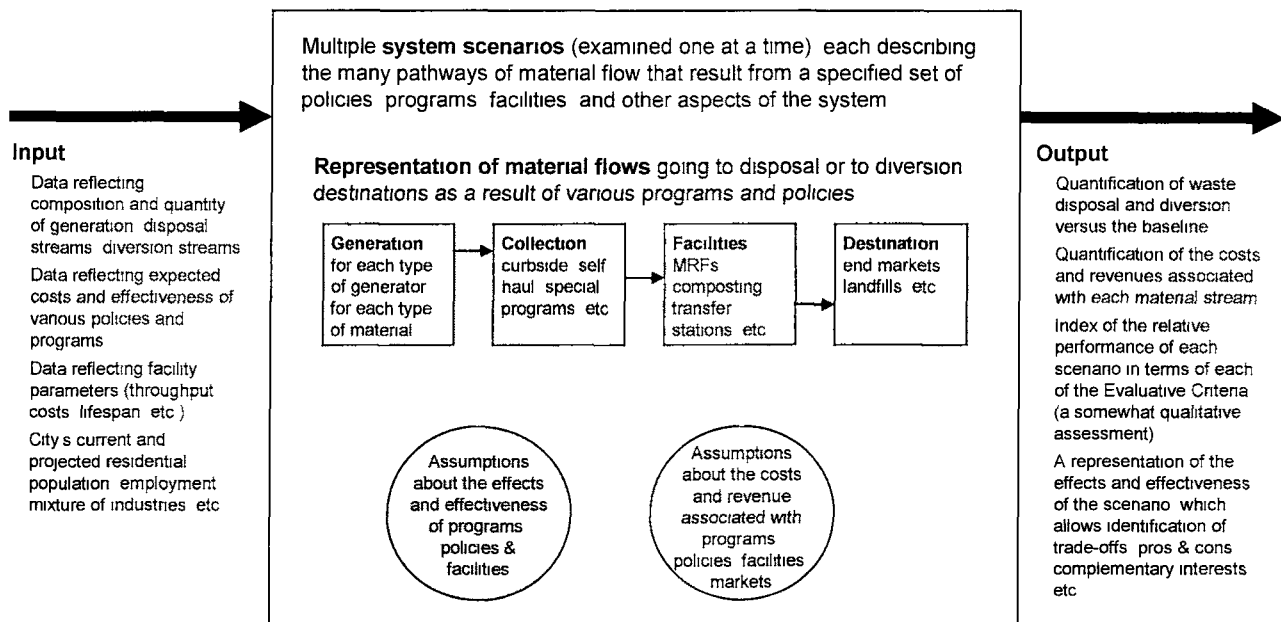
Level of effort ~ 20% of total project

Based on the outcome of the Conceptual Planning done in Tasks 1 3 - 1 4 and input from the City, the Contractor will fully develop and analyze 3 - 4 ZWSDS. This process is described below:

Task 2 1 Develop Scenario Modeling Tool

The Contractor will prepare and apply a modeling tool that will produce a representation of fully built-out Scenarios, in consultation with City staff to determine what information is available to serve as input

to the City's modelling tool, and to identify the kinds of output and how the output will be presented (Task 2.3) that can be expected as a result. Specifically, the modeling tool will produce a representation of the Scenarios' anticipated effects on waste generation, diversion, disposal, system costs and revenue, and customer rates. An example of the modeling tool is shown in the figure below.



In consultation with the City, the Contractor will develop a data plan for the modeling. The Contractor will craft and refine the analytical pieces that will fit together to form the Scenarios, and input the various data points for analysis. Prior to inputting all the necessary data for the multiple Scenarios, The Contractor will meet with the City to confirm that the inputs and outputs of the modeling tool will meet the City's needs.

Inputs might include, for example:

- Anticipated programs and policies from the Task 1.3 results (Diversion Strategies)
- Demographic data (population, planned growth)
- Service data (number of SFD, MFD, commercial units by service level)
- Waste characterization and tonnage data by sector (residential, commercial, industrial, self-haul, governmental, etc.)
- Solid waste facility data (transfer station, recyclables organics, C&D processing, disposal, facility centroid distance, permitted solid waste types and tonnage)
- City fee and franchise fee revenue, bad debt, program cost/budget data

Outputs might include a combination of narrative, flow charts, tables, and graphics.

Task 2.2 Analyze Scenarios

The Evaluative Criteria adopted by the City Council are, necessarily, general in nature. Before applying these criteria, the Contractor will meet with the City to review and confirm the Contractor's interpretations and understanding of each of the criteria, and their relative importance, to provide greater assurance that the criteria will be applied in a manner that meets project goals. The evaluation of each Scenario will then proceed. It is anticipated that the analysis will be used to

- Describe and assess options for system changes to the Zero Waste System over various timeframes
- Provide an index of the relative performance of each Scenario in terms of the Evaluative Criteria adopted by the City Council
- Provide a qualitative assessment of the system according to the Evaluative Criteria adopted by the City Council
- Incorporate financial pro-formas (estimated program and revenues)
- Identify City administrative costs
- Identify financing and revenue mechanisms
- Identify rate structure options
- Incorporate the Diversion Strategy (see Task 3.3) and provide tonnage flows analysis
- Identify the major pros and cons of a particular Scenarios

Compare one SCENARIOS to another, including competing interests and trade-offs

- Identify possible regulatory policy, and legal issues
- Identify procurement strategies to enhance the performance of the Scenario, such as bundled vs separate collection, processing, transfer, and disposal services

The results of the evaluation will be summarized using a combination of narrative, flow charts, tables, and graphics. The analysis will allow the City to simply and clearly illustrate the effectiveness of a variety of system design options in terms of meeting and City's Zero Waste objectives and other policy goals, and the eight categories of the Evaluative Criteria adopted by the City Council

- Customer Benefits
- Health & Safety
- Environmental
- Economic development
- Financial
- Innovation
- Regulatory
- Viability

It is anticipated that the evaluation process will point to a clear choice for a preferred Zero Waste System Design that best meets the Evaluative Criteria and provides the best fit for the City's Zero Waste strategy

Task 2.3 Summary Memorandum

The Contractor will prepare a memorandum summarizing the comparative merits and potential results of each of the ~3 - 4 Scenarios under evaluation, and recommending a preferred Zero Waste System Design. The Contractor understands the Summary Memorandum will be used as part of the information presented to City Council for their review and consideration of the preferred ZWSD prior to beginning Phase II. Accordingly, the summary will be sufficiently detailed to clearly answer the question *"How and to what extent does this Scenario meet this criterion?"*

The summary will also include recommendations to guide Phase II on the most appropriate contracting/franchising arrangements for the City, such as

- Exclusive or separate residential and commercial collection
- Franchised or "open" competition based on a permit system for C&D/ temporary box service

- Multiple contracts based on the collection methodology (e g , cart, bin, or roll-off) or material (e g , recyclables, organics, residue)
- Separate collection, disposal, or processing contracts
- Local use of diverted materials
- Separate contracts at facilities that recovery the City's self-haul waste

Task 2 Deliverables

- Up to six (6) meetings
- Teleconference meetings as needed
- Description of 3 - 4 Scenarios
- Development of Scenario modeling tool
- Analysis of 3 - 4 Scenarios
- Summary Memorandum of Preferred Zero Waste System Design including, but not limited to, tables, graphs and text content suitable for inclusion in a staff report to Oakland City Council
- Electronic copy of the Scenario modeling tool

Task 3 – Phase II Kick-Off Meeting and Confirm Program Recommendations

Level of effort ~ 4% of total project

Task 3 1 Phase II Kick-off Meeting

The Contractor will review data and information provided by the City and identify additional data requirements or issues for discussion at the Phase II Kick-off Meeting

The primary objectives of the kick-off meeting are to confirm the Zero Waste System Design elements that the City desires to implement following Phase I, review the project schedule, and address any outstanding issues or concerns. The Contractor will solicit City's review of identified documents and collaboration to prepare the final meeting agenda and support materials prior to the Kick-Off Meeting

Task 3 2 Confirm Program Recommendations

The Contractor will confirm the City's desired combination of solid waste collection and recycling programs for residential and commercial customers, based on the results of Tasks 1 - 2, and direction from City Council. Program elements may include

- Waste reduction, recycling and education programs and strategies for multi-family complexes and residents
- Specific (expanded) list of the minimum acceptable recyclables in City programs,
- Minimum waste diversion requirements per sector,
- Bundled services/variable rates
- Public education program requirements (e g , quarterly newsletter, annual campaigns, classroom presentations, etc)
- Community outreach programs
- Container requirements, including sizes, colors, footprint, manufacturing specifications and labeling requirements
- Financial incentives for the franchisee to increase recycling and / or penalties for failure to meet specified diversion requirements

- Household Hazardous Waste, E-Waste and U-Waste collection, disposal and recycling alternatives
- Provision of solid waste collection and recycling services to City offices, parks and facilities
- Vehicle emissions standards and requirements
- Alternative fuel vehicle options
- Collection and recycling services to City offices, facilities and events

Task 3 3 Confirm Waste Reduction Strategy

All services requested in any Request for Proposals (RFP) for collection, processing, or disposal services will be predicated on the results of Phase I. During this subtask, the Contractor will confirm the City's selected approach to implement the system design selected from Phase I work.

Based on the system design selection and implementation approach selected by the City following Phase I, the Contractor will draft language to be included in RFP and Franchise Agreement(s) Scope of Services documents.

Task 3 Deliverables

- Additional document request list
- Phase II project schedule
- Participation at Phase II project kick-off meeting
- Two (2) meetings with City Staff to confirm and finalize program requirements and waste reduction strategy

Task 4 – Develop Service Proposal Evaluation Criteria and Evaluation Process

Level of effort ~ 2% of total project

In consultation with City staff and conforming to City procedures and protocols, the Contractor will prepare and present for City review and consideration:

- Evaluation criteria and a proposed evaluation process for review and comment by City Staff (e.g., an initial “pass-fail” screening, separate technical vs. cost scoring, and does the evaluation process provide a specific recommendations or summary results to City Council)
- Options and considerations for number, role and makeup of an evaluation team (e.g., City Staff, consultants, public at large, City Council member(s), representatives from adjoining communities, etc.)

The evaluation process may include:

- For proposers that meet minimum RFP requirements (i.e., “Pass-Fail screening”), the evaluation process can be done as a traditional “pre-weighted” process, where the City Staff or City Council sets the relative weights of the evaluation criteria, and the criteria weighting is included as part of an RFP.
- As an alternative, the City may conduct a “double-blind” process where a technical committee provides “raw” scores of the proposals on their technical merit using the pre-established evaluation criteria, and a separate evaluation process sets the weighting of the evaluation criteria. These two activities are done independently, with the criteria weighting applied to the “raw” scores.

The evaluation criteria may include the following:

- **Diversion Programs** Detail and feasibility of plans for collectors to achieve diversion targets for each sector (residential, commercial, self-haul)

- **Approach and Technical Solution** The purpose of the technical evaluation is to verify that the proposer can meet the proposed performance specifications and criteria on a long-term basis. Technical evaluation criteria may include, without limitation:
 - Proposer's detailed design and technical support data to confirm the performance predictions as represented in the proposal
 - Program enhancements offered by the proposer
 - Proposer's approach to reducing air emissions, and wear and tear on the City's streets
 - Proposer's approach to high quality customer service and overall system design and integration of the separate elements of the system
 - Demonstrated technical feasibility of equipment
 - The required plans in accordance with the RFP (transition, collection operations, processing, public education, customer service, equipment maintenance, etc.)
 - Ability to meet implementation schedule
 - Environmental Stewardship (All environmental management policies and activities related to the proposed activities should be described, including the use of alternative fuel vehicles, use of recycled products throughout operations, internal waste reduction and reuse protocol, water and resource conservation activities within facilities (design, construction and operation), and use of non-toxic products when possible)
 - Commitment to Employee and Public Safety
- **Experience and Performance** The experience of each proposer may be evaluated to determine the relative ability of each proposer to implement the program elements described in the RFP and to attain the City's objectives. This could include:
 - Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls
 - Previous experience providing services to cities of similar size
 - Successful operation of residential and commercial solid waste collection programs
 - Implementation and administration of complex solid waste collection systems, including equipment selection and route design
 - Successful operation of recycling programs that achieve high participation levels and diversion rates
 - Cost-effective processing and marketing of recyclable materials with demonstrated success in attaining highest and best uses for such materials
 - Demonstrated expertise in implementing and maintaining customer service programs, including the development and use of performance measures and benchmarking
 - Previous experience in successfully designing and implementing transition plans
 - Experience in designing, implementing, and operating public education and information programs that promote high participation and diversion
 - Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis and reporting
 - References
 - Litigation history

- **Customer Service** Criteria could include the Proposers' approach to implementing customer service programs, the plans as required in accordance with the RFP, continuity and timeliness of service, performance measures, and measurements of outreach effectiveness
- **Financial Capacity** Each proposal could be evaluated to assess the relative financial capacity and strength of the proposer. This will include an evaluation of financial statements, a financial review of each proposer, including a review of key financial ratios, and proposer's capacity and plans for responding to fluctuations in recyclable material markets and for making needed start-up investments in equipment, both of which should be specifically addressed in the Proposals
- **Cost** Cost evaluation is intended to provide an equitable basis for cost comparison between proposals and an evaluation of the effect of those costs on customer rates. All cost information to be used in this evaluation will be as stated in the proposal. The proposals will be reviewed to verify that the proposed costs are consistent with the activities described in the proposal and the proposer's work plans

Task 4 Deliverables

- Draft evaluation criteria
- Recommendations on the evaluation team
- Summary memo on the Evaluation Process to be followed
- Two (2) meetings with City Staff

Task 5 – Develop and Issue Request for Proposals Documents

Level of effort ~22% of total project

Task 5.1 Develop RFP(s)

The Contractor will prepare an RFP package based on information generated from Phase I and previous tasks, as well as its experience working with the solid waste community. The RFP will include draft agreement(s) specifying the conditions of the agreement (e.g., collection service requirements, performance standards, insurance, and liability/indemnification requirements), and cost forms for proposers to complete. RFP(s) may specify minimum requirements and qualifications and require contractors to submit work plans specifying how they will transition to new services, achieve diversion requirements, implement customer service programs, and promote public education activities. Separate sections of the RFP may include, for example:

- Section 1 General introduction to the RFP documents
- Section 2 Available demographic and service account data
- Section 3 Current services and requested service requirements
- Section 4 Communication protocol for the contractors and the City, qualification requirements, and the required submittal format
- Section 5 Required work plans
- Section 6 Evaluation criteria and evaluation process
- Section 7 Proposal cost and service forms
- Section 8 Draft Agreement(s)

The Contractor suggests including CDs with response forms for the Proposers to complete as part of the submittal package. As an option, the City may wish to post the RFP on its web site in PDF.

In our experience, the franchise agreement should be developed and issued as part of the RFP package. This significantly reduces the time and cost of negotiations, and contractually links the requested services

to proposed costs as part of the evaluation process. The Contractor has previously followed this proven approach in our scope of services, and strongly recommends that the City use it given the project timeline.

Task 5.2 Develop Draft Service Agreement(s)

The Contractor will prepare the draft service agreement(s) to be included in the RFP package. Proposers will be required to specify any exceptions and provide alternative language for any changes they propose as part of their proposal package.

In addition, proposers may not be allowed to make changes to the agreement after submitting proposals. Service agreements will include, at a minimum, the following primary sections:

- Definitions
- Representations and warranties
- Franchise term
- Scope of services (collection, processing, transfer/disposal, etc.)
- Compensation
- Operating assets
- General requirements
- Financial record-keeping and reporting requirements
- Indemnity, insurance, and bond
- Breach, default, and remedies
- AB 939 diversion requirements and indemnification, and Performance standards such as
 - Minimum customer service standards
 - Minimum waste diversion requirements
 - Vehicle emissions standards and requirements
 - Specifications for container size, color, and labeling
- Public education program requirements (e.g., quarterly newsletter, annual campaigns, classroom presentations, etc.)
- Collection and recycling services to City offices, facilities and events
- Time requirements for responses to customer calls regarding service complaints (i.e., missed collections, material spillage, and hydraulic leaks, etc.)
- Time requirements for responses to customer calls regarding billing complaints, new accounts, etc.
- Time requirements for cart or bin exchanges
- Vehicle noise requirements
- Vehicle maintenance and replacement requirements
- Minimum insurance coverage requirements
- Collection frequency and method

The draft service agreement will establish the scope of services to be provided by the proposer and will specify performance standards. Based on the results of discussions in previous tasks, service agreement(s) and cost forms included in the RFP package may be structured to allow the City to evaluate cost proposals for various service options.

Task 5 3 Finalize the RFP Package(s)

The Contractor will incorporate input from the City, and will finalize the RFP package(s) for release

Task 5 4 Prepare Mailing List of Potential Proposers

The Contractor will prepare a list of potential service providers. After the list is final, the Contractor will provide a mailing list to the City in electronic format, or produce mailing labels as requested.

In addition, the Contractor will assist the City in publicizing the availability of RFP package(s), and how potential proposers may obtain the RFP package(s). The Contractor will provide the City with a draft notice of the availability for release on City letterhead.

Task 5 5 Conduct Mandatory Pre-Proposal Meeting(s) and Prepare RFP Addenda

As directed, the Contractor may assist the City in conducting mandatory pre-proposal meeting(s) with prospective proposers. The pre-proposal meeting will provide the opportunity for the City to review the RFP with prospective proposers and answer questions as appropriate. The Contractor will prepare written responses to questions raised before, during, and after the pre-proposal meeting (but before any deadline for submitting questions) for submittal to all parties at the meeting. In addition, the Contractor will prepare addenda to the RFP as necessary.

Task 5 Deliverables

- Draft and final RFP(s) (including all the items discussed above) for review and comment by City Staff
- Draft and final service agreement(s) [to be included as part of RFP package(s)]
- Six (6) meetings with City Staff to review draft RFP package(s)
- Electronic copy of the RFP package (MS Word, MS Excel, and PDP)
- Draft and final mailing list
- Draft and final notice of availability
- Electronic copy of final mailing list and notice of availability
- Agenda, sign in sheet, handouts for mandatory pre-proposal meeting(s)
- Participating in the mandatory pre-proposal meeting(s)
- Preparing answers to written questions submitted prior to, during, or after the mandatory pre-proposal meeting
- Preparing written addenda that incorporate answers to questions submitted by attendees, and/or additional clarifications to the RFP package
- Electronic copy of the response to questions and/or clarification for the City to release as addenda to the RFP

Task 6 – Evaluation of Proposals

Level of effort ~ 20% of total project

Task 6 1 Initial Evaluation

The Contractor will assist the City's evaluation team with evaluating proposals received in response to the RFP(s), based on the evaluation criteria and evaluation process developed as part of Task 4 and will include several meetings with City Staff. The Contractor will prepare a summary of the proposals received, all necessary reference check forms, evaluation forms, scoring forms, and will provide answers to City Staff on specific proposals or technical questions.

Task 6 2 Conduct Proposer Interviews

The Contractor will assist the City in conducting interviews with the most qualified proposers which may include preparing interview questions, scheduling the interviews, conducting the interviews, summarizing the results from the interviews, and as needed preparing follow-up questions to the companies invited to the interviews and/or arranging for the City to conduct site evaluations at the Proposers' facilities/operation/corporation yards.

Task 6 3 Complete Evaluation Process

The Contractor will assist the City in completing the evaluation process by incorporating additional City requested information submitted by the proposers, providing additional scoring sheets to be completed by the evaluation team, and compiling the scoring results. The Contractor will then prepare a summary of the proposal process, proposals received, the evaluation process, and the results and recommendations for proposal ranking.

Task 6 4 Council Session on RFP Results

The Contractor will assist City Staff in presenting the results and/or recommendations of the RFP process to City Council. This may include assisting City Staff prepare staff reports and presentation materials.

Task 6 Deliverables

- Reviewing and summarizing the proposals received
- Preparing all necessary forms for the evaluation team
- Conducting reference checks on the proposals
- Participating at evaluation team meetings
- Tallying the scores of the evaluation team members
- Questions to be submitted to proposers prior to the interviews
- Agenda, sign in sheet, handouts for the interviews
- Scoring sheets for the interviews, as appropriate
- Conducting/participating at the interview sessions
- Preparing follow-up questions to proposers
- Meeting with City Staff and/or the evaluation team to complete the evaluation process and to complete the final RFP scoring
- Compiling final scores from the evaluation team
- Report, suitable for incorporation into a City Council report, on the results of the RFP process and recommendations for submittal and presentation to City Council

- Meeting with City Staff and/or the evaluation team to review the staff report and presentation materials
- Presentation materials summarizing the results of the RFP process and recommendations for presentation to City Council
- Two (2) presentations to City Council

Task 7 – Finalizing Service Agreements (s)

Level of effort 10% of total project

Task 7 1 Negotiation Support

The Contractor will participate in service agreement negotiations with the top ranked contractor(s), with a focus on clarifying the proposers' service and cost proposals, finalizing contractual language, and ensuring that the proposed collection rates are appropriate given the level of requested service

Task 7 2 Prepare Final Franchise Agreement(s)

The Contractor will revise service agreement(s) based on the results of the negotiation sessions, changes to the draft agreement through the issuance of addenda by the City, any final program options selected during the evaluation process, proposed rates, final work plans, exhibits, etc

Task 7 3 Council Session on Negotiation Results

The Contractor will present the results of the negotiation sessions and the final service agreement(s) to City Council for their consideration including preparing a report, suitable for incorporation into a City Council report, on the results of the negotiation sessions and supporting the recommendation to execute a service agreement with the selected service provider (s)

Task 7 Deliverables

- Preparing a listing of outstanding service, cost, and service agreement issues to be negotiated with the the proposer(s)
- Participating in negotiations with the top ranked proposer(s) Negotiations will focus on clarifying the contractors' service and cost proposals, finalizing contractual language, and to the extent necessary, clarifying the proposed collection and disposal rates
- Preparing the final service agreement for review by the City attorney for consistency and approval as to form
- Report detailing the results of the negotiation sessions
- Presenting the results of the final negotiations and the final service agreement(s) to the City Council for consideration

Task 8 – Perform Additional Related Work/Contingency

Level of effort ~ 10%

Additional work may be authorized under this contract as mutually agreed by City and Contractor. If the City desires additional related work, the City will inform the Contractor of the parameters and deliverables for such work. The Contractor will respond with

- Timeline designating key milestones within the proposed implementation plan
- Assignment of personnel and/or subcontractors and the corresponding number of hours to

complete necessary task(s)

- Budget for the work that will include the estimated cost for each task

The City will review the Contractor's submission and may authorize work for the task to proceed. Upon written City authorization for additional work, the Contractor shall perform such services in a timely manner, within the budget and timeline specified in the assignment.

Work Assignments

All work shall be performed on a task order, time and materials basis. No billable work shall occur on this project outside an established task order.

Estimated Project Schedule (subject to adjustment by mutual consent of Contractor and City)

The following is an initial schedule of major milestones for guiding the project. At the conclusion of Phase I (i.e., selection of a preferred Zero Waste System Design to be implemented), the Contractor will provide a more detailed schedule prior to the start of Phase II work tasks.

Phase I & II Schedule — Major Milestones	
Task	Completion Date (Week of)
Notice to Proceed	Sept 1, 2009
PHASE I ZERO WASTE SYSTEM PLANNING	
Task 1 Initial ZWSDS Planning	
Task 1.1 Phase I Meetings	Scheduled as needed
Task 1.2 Preparation of Background Document	Sept 18, 2009
Task 1.3 Diversion Strategies	Sept 21, 2009
Task 1.3 ZWSDS Planning	Oct 5, 2009
Task 2 Develop and Evaluate Scenarios	
Task 2.1 Develop Scenario Modeling Tool	Nov 9, 2009
Task 2.2 Analyze Scenario	Dec 7, 2009
Task 2.3 Summary Memorandum	Dec 17, 2009
PHASE II ZERO WASTE SYSTEM PROCUREMENT	
Task 3 Phase II Kick-Off Meeting and Confirm Program Recommendations	
City Council Approves Preferred Zero Waste System Design	Jan – March 2010
Task 3.1 Phase II Kick-off Meeting	To be scheduled (Jan – March 2010)
Task 3.2 Confirm Program Recommendations and Diversion Strategy	To be scheduled (Feb – March 2010)
Task 4 Develop Evaluation Criteria and Evaluation Process	To be scheduled (Feb – March 2010)

Phase I & II Schedule — Major Milestones

Task	Completion Date (Week of)
Task 5 Develop and Issue Request for Proposals Documents	
Task 5 1 Develop RFP	June 14, 2010
Task 5 2 Develop Draft Service Agreement(s)	June 14, 2010
Task 5 3 Finalize the RFP Package	July 19, 2010
Task 5 4 Prepare Mailing List of Potential Proposers	July 12, 2010
ISSUE RFP PACKAGE	AUGUST 2, 2010
Task 5 5 Conduct Mandatory Pre-Proposal Meeting and Prepare the RFP Addenda	August 30, 2010
PROPOSALS DUE	SEPT 20, 2010
Task 6 Evaluation of Proposals	
Task 6 1 Initial Evaluation	Oct 18, 2010
Task 6 2 Conduct Proposer Interviews	Nov 15, 2010
Task 6 3 Complete Evaluation Process	January 2011
Task 6 4 Council Session on RFP Results	To be scheduled (March 2011)
Task 7 Finalize Service Agreements(s)	
Task 7 1 Negotiation Support	To be scheduled (April – June 2011)
Task 7 2 Prepare Final Service Agreement(s)	To be scheduled (July – Sept 2011)
Task 7 3 Council Session on Negotiation Results	To be scheduled (Nov – Dec 2011)
BEGIN NEW SERVICES	JAN 1 2013

Schedule B – PAYMENT SCHEDULE
for R3 Consulting Group to Provide Zero Waste System Design Technical Assistance

All work shall be performed on a task order, time and materials basis based on the below billing schedule

R3 Consulting Group

Billing Rates and Charges January – December 2009

Technical Services

Principal	\$175 per hour
Project Manager	\$175 per hour
Practice Director	\$170 per hour
Senior Manager	\$155 per hour
Manager	\$150 per hour
Senior Associate	\$140 per hour
Associate II	\$120 per hour
Associate I	\$100 per hour
Administrative Support	\$70 per hour

Reimbursable Costs

Consultants/Subcontractors	cost
Lodging and meals	cost
Travel — Private or company car	\$0 55 per mile
Travel — Other	cost
Delivery and other expenses	cost

Environmental Science Associates

Billing Rates and Charges January – December 2009

Technical Services

Director II	\$190 per hour
Senior Managing Associate	\$165 per hour
Managing Associate	\$150 per hour
Senior Associate	\$120 per hour

Beyond Compliance

Billing Rates and Charges January – December 2009

Technical Services

Principal Regulatory/Engineering Specialist	\$192 per hour
Senior Regulatory/Engineering Specialist	\$173 per hour
Staff Regulatory/Engineering Specialist	\$136 per hour

Schedule B – PAYMENT SCHEDULE
for R3 Consulting Group to Provide Zero Waste System Design Technical Assistance

Regulatory/Engineering Specialist II	\$121 per hour
Regulatory/Engineering Specialist I	\$105 per hour
Specialist I	\$89 per hour
Administrative Assistant	\$63 per hour

Bay Area Environmental Solution and Training

Billing Rates and Charges January – December 2009

Technical Services

Principal	\$135 per hour
Senior Registered Environmental Health Specialist	\$115 per hour
Clerical	\$45 per hour

Reimbursable Costs

Mileage – applies to any work requiring Travel to locations outside of the project area	\$0.60/mile
Materials	Cost + 15%

Micro Services Plus

Billing Rates and Charges January – December 2009

Technical Services

Principal	\$100 per hour
Senior	\$75 per hour
Associate	\$50 per hour
Clerical	\$35 per hour

Environmental Planning Consultants

Billing Rates and Charges January – December 2009

Technical Services

Principal	\$160 per hour
Sr. Solid Waste Associate	\$120 per hour
Solid Waste Specialist	\$100 per hour
Researcher	\$65 per hour
Technical/Office Support	\$45 per hour

Reimbursable Costs

Direct Expenses	cost
Automobile Mileage	US Treasury Rate

Schedule B – PAYMENT SCHEDULE
for R3 Consulting Group to Provide Zero Waste System Design Technical Assistance

Cascadia Consulting Group

Billing Rates and Charges January – December 2009

Principal (Charlie Scott)	\$190 per hour
Senior Manager (Steve Sherman)	\$150 per hour
Kurt Hulse	\$140 per hour
Shannon Sonnegan	\$70 per hour

No billable work shall occur on this project outside an established task order. Contractor shall bill City only for actual work performed (in conformance with any alternate allocations of hours among tasks and personnel agreed to and authorized by City), and actual authorized expenses incurred.

Payments

Unless otherwise agreed in writing, fees will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the date of the invoice.

Escalation

Fees will be escalated annually in accordance with the change in the Consumer Price Index.



Public Works Agency Contract Services

City Administrator's Contract Summary

To Deanna Santana, City Administrator

From Vitaly Troyan Director

Date 2/21/12

Re P275210 - Zero Waste System Design Modeling/Testing and Procurement Technical Assistance

Per your request the following contract summary information is provided

Justification

This is a contract amendment increasing the total contract amount and extending the contract term with R3 Consulting Group to provide consulting services to support design and procurement of a Zero Waste system intended to provide cost-effective and leading-edge waste reduction and recycling services, and move the City toward its sustainability and waste reduction goals

- 1 PW A Project Manager Mark Gagliardi, Senior Recycling Specialist Extension 6262
- 2 Contractor or Consultant R3 Consulting Group
- 3 Contract Amount and Type \$500,000 - Professional Services
- 4 Funding Source(s) 1710 SC17-30682-P275210
- 5 Life of Contract September 1, 2009 through September 1, 2015
- 6 Detailed Description of Deliverables Phase I Modeling and testing Zero Waste system design options to identify a preferred option, and Phase II Supporting all aspects of the RFP procurement process to develop including developing specialized and technical RFP documents, proposal evaluation methodologies and tools, and complete contract documents
- 7 Implementing the preferred Zero Waste system design option by assisting staff in developing scopes of work for agreements for collection, processing, transfer, and disposal of discarded products and materials
- 8 Resolution Date and Number (2/7/2012) (Resolution #83698)
- 9 The parties indicated below have signed off on this contract

City Attorney _____

Agency Head _____

Contractor _____

- 10 Time Sensitive? If yes provide the due date 3/30/2012

Please remember to initial the Schedule T Thanking you in advance for your attention to this matter

City Administrator Contract/Grant Authority Checklist

(Purchasing Ordinance OMC Chapter 2 04)

Higher Contract Authority (OMC §2 04 020 A) If "NO" is indicated for all questions in the *Type of Contract* section or the Council has approved this contract expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract is

\$100,000 for Procurement, Construction and Services (includes non-professional, professional, technical and scientific services)

Limited Contract Authority (OMC §2 04 020 B) If "YES" is indicated for any of the questions in the *Type of Contract* section and Council has not approved this expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract is

\$50,000 for Procurement, Construction, Non-professional Services

\$15,000 for Professional, Technical or Scientific Services

Loans, Development Agreements (e g , Development and Disposition Agreements, Exclusive Negotiating Agreements, etc), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property) The Purchasing Ordinance does not establish any City Administrator authority to award or execute these types of agreements Such authority is contained in the Oakland Charter and separate legislation

Pay-go Grant Authority (OMC §2 04 017) The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e g , a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source

Type of Contract (OMC §2 04 020 B 1) *Check the applicable boxes*

This contract is not related to a program or project that is identified in the current CIP or operating budget

☐ YES (not in either budget)

☒ NO (is in CIP/ Operating budget)

Is this contract for services or supplies related to affordable housing projects?

☐ YES ☒ NO

Is this contract paid for, directly or indirectly, with Redevelopment Agency funds?

☐ YES ☒ NO

Is this contract paid for, directly or indirectly, with voter-approved measure funds?

☐ YES ☒ NO

Is this contract for the purchase of any technological, computer or computerized system services, software, equipment, hardware or products?

☐ YES ☒ NO

Appropriation Resolution (OMC §2 04 020 B 3)

This Contract was approved in Appropriation Resolution No 83698 C M S attached

☒ YES ☐ NO

(Includes 1) description of material/service, 2) contract amount, 3) funding source, 4) estimated time for execution and completion of contract, 5) statement whether the program/project supported by contract is "new" or "previously existing")

Competitive Award Process Request for Proposals or Bid

The contractor or vendor was selected through a competitive process

☐ YES ☐ NO

Alternatively, the competitive process (bidding or RFP/RFQ) was waived in Resolution

☐ YES ☐ NO

No _____ C M S , attached

Project Number and Name P275210 - Zero Waste System Design Modeling/Testing and Procurement Technical Assistance

Completed by Mark Gagliardi, Project Manager, on this 21st day of February 2012

Signature Mark Gagliardi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FLOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

PRODUCER McClatchy Insurance Agency License #0724020 2410 Fair Oaks Blvd, Suite 140 Sacramento CA 95825	CONTACT NAME Marcella Wachter PHONE (A/C, No, Ext) (916) 488-4702 FAX (A/C, No) (916) 488-2336 E MAIL ADDRESS marney@mcclatchyins.com PRODUCER ID# 00007156 CUSTOMER ID#
INSURED R3 Consulting Group, Inc 4811 Chippendale Dr, #708 Sacramento CA 95841-2554	INSURER(S) AFFORDING COVERAGE INSURER A Hartford Insurance Co 39090 INSURER B Philadelphia Insurance Co 0128 INSURER C INSURER D INSURER E INSURER F

COVERAGES CERTIFICATE NUMBER 2011-2012 Master Rev REVISION NUMBER
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			57 SBA AT6312 SC	11/27/2011	11/27/2012	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			57 SBA AT6312 SC	11/27/2011	11/27/2012	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes describe under DESCRIPTION OF OPERATIONS below			57 WBC NP9192 06	7/1/2011	7/1/2012	E.L. DISEASE EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE POLICY LIMIT \$ 1,000,000
B	Professional Liability			PHSD687685	12/15/2011	12/15/2012	\$2 000 000 Annual Agg
	\$5,000 Deductible						\$2 000 000 Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule if more space is required)
Re Consulting Service - Zero Waste Plan Ten days notice of cancellation applies for non-payment of premium

CERTIFICATE HOLDER City of Oakland Mark Gagliardi-Contracts Admin Division 250 Frank H Ogawa Plaza Suite 3341 Oakland, CA 94612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
--	--

57 SBA AT6312 SC

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION

**City of Oakland, its Councilmembers, directors, officers, agents and employees
250 Frank H Ogawa Plaza, Ste 3341
Oakland, CA 94612**

Re Consulting Services - Zero Waste Plan

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

WHIO IS AN INSURED (Section 11) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you

THIS DOCUMENT HAS A TRUE DOCUCHECK™ WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance law or regulation of the State of California or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85 04 190A of the O M C, you are allowed a renewal grace period until March 1st the following year.

**ACCOUNT
NUMBER**
28004065

EXPIRATION DATE
12/31/2012

BUSINESS LOCATION R3 CONSULTING GROUP
4811 CHIPPENDALE DR STE 708
SACRAMENTO, CA 95841-2554

BUSINESS TYPE F Professional/Semi Professional



NAME R3 CONSULTING GROUP
MAILING ADDRESS 4811 CHIPPENDALE DR STE 708
SACRAMENTO CA, 95841 2554



THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

A BUSINESS TAX
CERTIFICATE IS REQUIRED
FOR EACH BUSINESS
LOCATION AND IS NOT
VALID FOR ANY OTHER
ADDRESS

YOU MAY BE REQUIRED
TO OBTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS
LEGALLY. RENTAL OF
REAL PROPERTY IS
EXCLUDED FROM ZONING

PUBLIC INFORMATION
ABOVE THIS LINE TO BE
CONSPICUOUSLY POSTED

Form

W-9(Rev. January 2011)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS**Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

R3 Consulting Group

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required) ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate☐ Limited liability company Enter the tax classification (C=C corporation S=S corporation P=partnership) ▶☐ Exempt payee☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

4811 Chippendale Dr, Suite 708

City, state, and ZIP code

Sacramento, CA 95841

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the Name line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Note If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

3	3	-	1	0	3	0	0	1	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶**Jamit Banti**

Date ▶

3-2-2012**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to the person requesting it (the requester) and when applicable to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate) or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Schedule B-2 – Arizona Resolution

To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #82727

(1) Business Name R3 Consulting Group

(2) Business Contact Person (Name/Title) Richard Tagore-Erwin - Principal

(3) Business Contact Person (Phone/E-mail) 916-576-0306/rterwin@r3cgl.com

(4) Business Headquarters Address 4811 Chippendale Drive Suite 708 Sacramento, CA 95841

(5) Existing contracts with the City? ☒ Yes ☐ No If Yes, please list title and agency below
Zero Waste System Design Modeling/Testing and Procurement Technical Assistance
City of Oakland

(6) The above named company is currently responding to the following contract opportunity
Title Zero Waste System Design Modeling/Testing and Procurement Technical Assistance
Project Number P275210
Name of City Contact/Project Manager/Agency/Department Mark Gagliardi
Phone/ e-mail 510- 238-6262

A

☒ I declare under penalty of perjury that my company is **NOT** headquartered in Arizona

Signed (Business Owner) [Signature] Date 9/5/12

B

☐ * I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because

(Please use attachments if additional space is needed)

Signed (Business Owner) _____ Date _____

* Excerpt (Resolution #82727) RESOLVED That unless and until Arizona rescinds SB 1070 the City of Oakland urges City departments (1) to the extent where practicable and in instances where there is no significant additional cost to the city or conflict with law to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona (2) to not send City officials or employees to conferences in Arizona and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility and



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland and Redevelopment Agency Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 20% L/SLBE participation, of which at minimum 10% has been allotted to Local Business Enterprises (LBE), and 10% has been allotted to Small Local Business Enterprises (SLBE), and that 20% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to construction services projects) In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (certified payroll applicable only to construction services projects)

As prime, I agree to submit with the final payment request, a completed "Exit Report and Affidavit form" The Exit Report and Affidavit Form is located on the City's website at <http://cces.oaklandnet.com/cceshome/>

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

I certify that the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions

3-8-12

Date

R3 Consulting Group, Inc

Company Name

4811 Chippendale Dr, Suite 708

Address

Sacramento
City

CA
State

95841
Zip

[Signature]

Signature of Authorized Representative

Richard Tagore-Erwin

Type or Print Name

Principal

Type or Print Title

916-576-0306
Phone/Email



Schedule C 1
"DECLARATION OF COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT"

(To be completed by the prime)

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

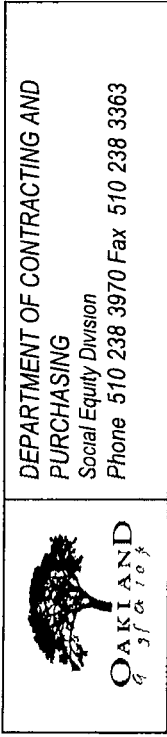
I certify that I will comply with the Americans with Disabilities Act by

- A Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities,
- B Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access,
- C Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result,
- D Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive,
- E Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities, and
- F If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that

- A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
- B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work



SCHEDULE D
OWNERSHIP, ETHNICITY and GENDER
QUESTIONNAIRE

Part I OWNERSHIP & ETHNICITY of PRIME

Firm or Individual Name R3 Consulting Group Phone (916) 576-0306
Street Address 4811 Chippendale #708 City Sacramento State CA Zip 95841 Federal ID # 33 1030017
City of Oakland Business License Number _____ Completed by _____ Phone if different from above _____

(Please check one and explain below)

- ☐ Self Employed, Name of Owner _____ ☒ Corporation, State of Incorporation _____
☐ Partnership, General or Limited _____ Names of Partners _____
☐ Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed
in this information

Ethnicity	African American	American Indian/Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners				3			
% Of Total Ownership				33.33%			
Women				0			
Joint Venture Ownership				0			

Part II CERTIFICATIONS

Please attach a copy of the
certification letter or provide the
certification number and expiration
date

- ☐ Minority-owned Business Enterprise (MBE)?
☐ Woman-Owned Business Enterprise (WBE)
☐ Disadvantaged Business Enterprise (DBE)
☐ Oakland Certified Local Business Enterprise
☐ Other _____

Cert # _____ Expiration Date _____
Cert # _____ Expiration Date _____
Cert # _____ Expiration Date _____
Cert # _____ Expiration Date _____
Cert # _____ Expiration Date _____

Part III Ethnicity and Gender of Employees

Employment Category	Total Employees	Oakland Residents	Male						Female					
			African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/Alaskan Native	Asian/Pacific Islander	Caucasian	Hispanic	Other
Project Management						3								
Professional						4						3		
Technical														
Clerical												100		
Trades														

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veterans of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. Signature [Signature] Date 3/8/19

Print Name Richard Tagore Brown Title Principal

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY

SCHEDULE E
PROJECT CONSULTANT TEAM LISTING

Date 3/8/12
ting Group

Note

The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive

Local/Small Local Business Enterprise credits

Signed

[illegible]

Attach additional page(s) if necessary

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only

* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

** (M = Male) (F = Female)

Pending Dispute Disclosure Form

Policy – All entities are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they submit bids, proposals or applications for a City or Agency contract or transaction involving

- The purchase of products, construction, non-professional or professional services,
- Contracts with concessionaires, facility or program operators or managers,
- Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements
- Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days

Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that (1) have resulted in a claim or lawsuit against the City of Oakland or Redevelopment Agency, (2) could result in a new claim or new lawsuit against the City of Oakland or Redevelopment Agency, or (3) could result in a cross-complaint or any other action to make the City of Oakland or Redevelopment Agency a party to an existing lawsuit “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Oakland Redevelopment Agency

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities

Individuals, Businesses or other entities should respond below

- 1 Are you or your firm involved in a pending dispute or claim Against the City of Oakland or Oakland Redevelopment Agency?

No ☒ Yes ☐ (check one)

- 2 If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract

Contract Title _____

Date _____ Official(s), Staff person(s) involved _____

Administering Department/Division _____

Issues _____

Contract Title _____

Date _____ Official(s), Staff person(s) involved _____

Administering Department/Division _____

Issues _____

(check) ☐ Additional Disputes listed on Attachment

By signing below, I certify that all representations and disclosures made herein are true, correct and complete

Signature  _____

Print Name Richard Tagore- Erwin

Title Principal Date 3/8/17


[Secretary of State](#)
[Administration](#)
[Elections](#)
[Business Programs](#)
[Political Reform](#)
[Archives](#)
[Registries](#)
Business Entities (BE)
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[Misleading Business](#)
[Solicitations](#)

Business Entity Detail

Data is updated weekly and is current as of Friday March 16 2012 It is not a complete or certified record of the entity

Entity Name	R3 CONSULTING GROUP INC
Entity Number	C2471133
Date Filed	10/21/2002
Status	ACTIVE
Jurisdiction	CALIFORNIA
Entity Address	4811 CHIPPENDALE DR STE 708
Entity City State Zip	SACRAMENTO CA 95841
Agent* for Service of Process	RIC HUTCHINSON
Agent* Address	4811 CHIPPENDALE DR STE 708
Agent City State Zip	SACRAMENTO CA 95841

* Indicates the information is not contained in the California Secretary of State's database

If the status of the corporation is Surrender the agent for service of process is automatically revoked Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered

For information on checking or reserving a name refer to **Name Availability**

For information on ordering certificates copies of documents and/or status reports or to request a more extensive search refer to **Information Requests**

For help with searching an entity name refer to **Search Tips**

For descriptions of the various fields and status types refer to **Field Descriptions and Status Definitions**

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SCHEDULE M
INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor

Date

3-22-18

[Signature]
City Attorney/Assistant City Attorney/
Deputy City Attorney

PART A INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor

R3 Consulting Group

SSN or Corporate Taxpayer ID No of Contractor

33-1030017

Please answer questions yes or no whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

	Yes	No
1 Have you performed services for the City in any year(s) prior to 200__? If yes, please indicate which years		
2 Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done? If yes, please describe what you are expecting (or have received) in the way of training or direction		
3 Will your services under the contract be performed on City property? If no, please describe where the services are to be performed		
4 Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		
5 Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services		



SCHEDULE M **INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED** **CONTRACTOR**


	Yes	No
6 Please provide the date on which you expect to complete your services under the contract (dd/mm/yy)		
7 In order to perform services under the contract do you intend to provide your own supplies or equipment? If yes briefly describe the equipment/supplies _____		
8 If your response to No 7 is yes has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9 Other than the above referenced supplies and equipment do you anticipate incurring any unreimbursable out of pocket expenses in the performance of the contract with the City? If yes please describe _____		
10 Do you have federal and state employer identification numbers? If so please provide these numbers _____		
11 Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes please identify the client or customer and briefly describe the services performed _____		
12 Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes please identify client or customer by name and briefly describe the nature of services performed _____		
13 In the past two years have you notified any insurance company in conjunction with obtaining a business related insurance policy that you are self employed? If yes, please indicate the insurance company and the nature of the business related policy _____ _____		
14 Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you) _____		
15 Within the past two years have you been the employee of any employer (received a W-2)? If yes state the employer(s), the date(s) of employment, and the nature of the services performed _____ _____		
16 Do you have an office or business address other than your own home address a City of Oakland office or your employer's business address? If yes, please state the address _____ _____		
17 With regard to the following, please indicate whether you have		
a an existing business letterhead? (please attach)		

Schedule M

	Yes	No
17 With regard to the following, please indicate whether you have		
a an existing business letterhead? (please attach)		
b an existing business phone number other than your home number? (please indicate #)		
c filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication		
d done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts		
18 If you have answered parts or all of No 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19 Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency		
20 Please describe the extent of any personal financial investment you have made in order to be self employed You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes		

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT

3/8/12
Date


Contractor

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION

SCHEDULE M

PART B INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY REQUESTING DEPARTMENT

Contracting Dept or Agency Public Works Agency
Dept or Agency Liaison Mark Gagliardi (Ext 6262)
Name of Contractor R3 Consulting Group
Contractor EIN or SSN _____

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney **before** submission of contract

- 1 Briefly describe the work to be performed by the Contractor R3 Consulting Group will continue to provide consulting services to support design and procurement of a Zero Waste system intended to provide cost-effective and leading-edge waste reduction and recycling services. R3 will support all aspects of the RFP procurement process including developing specialized and technical RFP documents, proposal evaluation methodologies and tools, and complete contract documents
- 2 Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants? The Contractor has the option of assigning duties to his or her subcontractors
- 3 Do you intend to give the Contractor instructions on how to do the work under the contract? Staff meets regularly with the contractor to discuss various aspects of the procurement process for the Zero Waste system
- 4 Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor Staff reviews and provides input to the RFP procurement and contract documents developed by the contractor
- 5 Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain? This is a five year contract. The contract term expires on 9/1/2015
- 6 Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices) Contractor will meet with staff. The development of the RFP/contract documents will be performed at the contractor's office
- 7 Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification? Yes
- 8 If your response to No. 7 is "No", identify job classifications having material duties which are similar (Verify with OPRM if uncertain) N/A
- 9 Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour Yes. See Schedule B - Payment Schedule for hourly rates
- 10 Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a

basis other than hourly or by total project basis, please describe No Contractor will be paid on hourly basis per attached Schedule B

11 Over how long a period of time will services under this contract be performed? This is a five year contract that expires on September 1, 2015

12 Will the services require the Contractor's full-time attention for any given day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time the RFP procurement process includes several tasks and the time spent on each task will vary based on the task

13 Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours Contractor will be required to complete a task by a certain due date

14 Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? For billing purposes the contractor will be asked to provide hours needed to complete a certain task

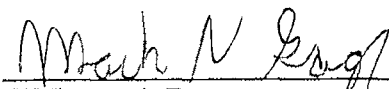
15 Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? Any reimbursement for services will be based on the hourly rates provided by the contractor in Schedule B - Payment Schedule

16 Is the City expecting the Contractor to put in a minimum number of hours per week on the project? No

17 Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings Contractor will attend meetings on as-needed basis based on the task

18 Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason briefly explain below The City should not employ the contractor as a temporary civil-service exempt employee because the work is not continuous This contract expires on September 1, 2015

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE


(PM's name), Department or Agency Liaison

February 21, 2012



SCHEDULE N
DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

(For use by all city agencies and departments for procurement, and professional services contracts)
To be completed by the prime and sub consultants (including CFARs)

The Oakland Living Wage Ordinance (the "Ordinance") Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No 98-13 C M S

The contractor or city financial assistance recipient (CFAR) further agrees

To pay employees a wage no less than the minimum initial compensation of \$11.15 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$12.82 per hour without benefits and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. Effective, **July 1, 2011** the new rates will be **\$11.35** with health benefits and **\$13.05** without health benefits

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance
- (b) Health benefits –Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.62 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance
- (c) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For further information you may visit <http://www.irs.gov/individuals/article/0,,id=96406,00.html>
- (d) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City and
- (e) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury

<u>P275210</u>		<u>Zero Waste System Planning</u>	
Project Number		Project Name	
<u>R3 Consulting Group, Inc</u>		<u>[Signature]</u>	
Company Name		Signature of Authorized Representative	
<u>4811 Chippendale Dr, Suite 708</u>		<u>Richard Tagore- Erwin</u>	
Address		Type or Print Name	
<u>Sacramento</u>	<u>CA</u>	<u>95841</u>	
City	State	Zip	
<u>916</u>	<u>576 0306</u>	<u>3/8/12</u>	<u>Principal</u>
Area Code	Phone	Date	Type or Print Title

Employment Questionnaire

Please provide responses to the following questions

Item No	DESCRIPTION	RESPONSE	COMMENTS
1	*How many permanent employees are employed with your company? (If less than 5 employees stop here)	10	
2	How many of your permanent employees are paid above the Living Wage rate	10	
3	How many of your permanent employees are paid below the Living Wage rate	0	
4	Number of compensated days off per employee (Refer to item "a" on the other side of the form for the correct number of compensated days off	10	
5	Number of trainees in your company?	0	
6	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days	0	



City of Oakland

Equal Benefits Ordinance
Certificate of Compliance
is hereby awarded to
R3 Consulting Group, inc.

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Shelley Damsburg
Shelley Damsburg
Senior Contract Compliance Officer

---5/21/17---
Date



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No _____

Department _____ Contract/Proposal Name _____

This is an ☒ Original ☐ Revised form (check one) If Original complete all that applies If Revised complete Contractor name and any changed data

Contractor Name R3 Consulting Group Phone 916 576 0306
Street Address 4811 Chippendale Dr, #708 City Sacramento State CA Zip 95841

Type of Submission (check one) ☐ Bid ☐ Proposal ☐ Qualification ☒ Amendment

Majority Owner (if any) A majority owner is a person or entity who owns more than 50% of the contracting firm or entity

Individual or Business Name _____ Phone _____

Street Address _____ City _____ State _____ Zip _____


The undersigned Contractor's Representative acknowledges by his or her signature the following

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3 12, including section 3 12 140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3 12 080.

If there are any changes to the information on this form during the contribution restricted time period I will file an amended form with the City of Oakland.


Signature

3/8/12
Date

Richard Tagore Erwin
Print Name of Signer

Principal
Position

To be Completed by City of Oakland after completion of the form

Date Received by City ____/____/____ By _____

Date Entered on Contractor Database ____/____/____ By _____