



ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

PLANNING DEPARTMENT

**PLANNING DEPARTMENT OF THE  
COUNTY OF ALAMEDA**

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**REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR  
SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION**

**Contact Person: Maria Palmeri  
Phone Number: 510-670-5421  
Email Address: maria.palmeri@acgov.org**

**RESPONSE DUE**

By October 30, 2009

**5:00 p.m.**

On

**Friday,**

**Alameda County Planning Department**

**224 W. Winton Avenue, Rm. 111**

**Hayward, CA 94544**



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**TABLE OF CONTENTS**

**Page 1 of 2**

	<b>Page</b>
<b>I. STATEMENT OF WORK</b>	
A. Intent .....	
B. Background .....	
C. Scope.....	
D. Specific Requirements and Deliverables .....	
E. Debarment and Suspension .....	
<b>II. INSTRUCTIONS TO BIDDERS</b>	
F. County Contacts.....	8
G. Calendar of Events.....	9
H. Submittal of Bids .....	10
I. Response Format.....	12
J. Evaluation Criteria/Selection Committee.....	12
K. Notice of Award.....	15
L. Bid Protest / Appeals Process .....	15
<b>III. TERMS AND CONDITIONS</b>	
M. Term / Termination / Renewal.....	17
N. Award.....	17
O. Invoicing .....	18
P. Damages.....	18
Q. County Provisions .....	19
R. Online Contract Compliance Management System .....	22
S. Compliance Information and Records.....	23
T. Account Manager/Support Staff.....	24
U. General Requirements .....	24

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**TABLE OF CONTENTS**

**Page 2 of 2**

**ATTACHMENTS**

- Exhibit A – Acknowledgement
- Exhibit B – Figure 1: Unincorporated East County Map
- Exhibit C – Insurance Requirements
- Exhibit D1 – Current References
- Exhibit D2 – Former References
- Exhibit E – SLEB Certification Application Package
- Exhibit F – Small and Local Business Subcontracting Information
- Exhibit G – Request for Small and Local or Emerging Preference
- Exhibit H – First Source Agreement
- Exhibit I – Exceptions, Clarifications, Amendments
- Exhibit J – Standard Agreement
- Exhibit K – Vendor Bid List
- Exhibit L – Response/Content Submittal; Completeness Check List
- Exhibit M - Debarment and Suspension Certification

**I. STATEMENT OF WORK**

**A. INTENT**

The Alameda County Community Development Agency is seeking a qualified and experienced consultant to develop a study to determine the feasibility of providing better solid waste, recycling and compostables collection services for the unincorporated area of eastern Alameda County (East County). The County wants to specifically address the constraints of not having contracts or franchise agreements with current service providers to regulate and negotiate better service for unincorporated East County residents.

The County is anticipating Phase I and Phase II of the project to be completed in one year.

**B. BACKGROUND**

**Project Area**

The Unincorporated Areas of the East County encompass approximately 357 square miles. The unincorporated area extends from the Pleasanton/Dublin ridgeline on the west, to the San Joaquin County line on the east, from the Contra Costa line on the north, and to the Santa Clara County line on the south. Exhibit B shows the boundaries and its location in the region. The total population for the unincorporated Eastern Alameda County is approximately 4680.

The Waste Reduction and Recycling Initiative Charter Amendment (Measure D) was adopted by the voters in November 1990. Measure D sets forth countywide goals for the reduction and diversion of non-hazardous solid wastes from landfills and creates a framework for comprehensive source reduction and recycling programs. Alameda County has been a longtime advocate for sustainable "green" programs and is pursuing ways to comply with Measure D and achieve the county-wide 75% solid waste diversion goal. A key objective of the Request For Proposal (RFP) is to implement cutting-edge programs and encourage innovation to achieve the county-wide goal for solid waste diversion. The County does not have any contracts or franchise agreements for solid waste services in the East County. Currently all households that do receive solid waste services operate on a subscription basis with the household contracting individually with a private company for service. Sunol and Castlewood residents have their solid waste processed by the Pleasanton Garbage Service. Livermore-Dublin Disposal provides services for unincorporated portions of Dublin, Pleasanton, Livermore and some parts of Sunol.

C. SCOPE

The following work program outlines what the County anticipates the project will include. Deviations from this outline may well be appropriate as the project proceeds, and may be addressed by mutual agreement between the County and the Consultant.

PHASE I – ANALYSIS OF CURRENT SERVICES

- Perform an analysis of current residential and commercial solid waste, recycling and compostable collection services, both within their respective incorporated franchise areas and in the unincorporated County by Pleasanton Garbage Service and Livermore Dublin Disposal.
- Identify unserved areas and assess conditions and constraints to implementation of services. Provide options for collection services and cost associated with such services.
- Assess economic impacts and legal constraints for franchise agreement or agreements using current garbage companies. Provide other alternatives.
- The Consultant will be responsible for compiling all information and putting it into a format as agreed between the County and the Consultant. The Consultant will report findings and make recommendation to the Board of Supervisors. Phase II will depend upon the selected action by the Board of Supervisors.

PHASE II – FRANCHISE AGREEMENT

- Based upon findings, the Consultant will be responsible for preparing and circulating an RFP for a franchise agreement. The RFP may be structured with “alternate” or “options” in order to evaluate the cost/benefit of different services. The Consultant will be requested to assist with responses to inquiries during this process.
- The Consultant will assist with the evaluation and comparison of proposals and the development of a recommendation to the Board of Supervisors.
- The Consultant will assist with the negotiation of a final franchise agreement for collection of services, with assistance from County Counsel. The final franchise agreement will be presented to the Board of Supervisors. The agreement will need to address the services to be provided including performance measurements and

methodology for cost adjustments.

- All information submitted to staff as part of this project, including project updates, must be submitted in a digital file format (i.e. Word and Excel format).

The scope of services listed in this RFP should be used only as a guide to complete the project. It is meant to demonstrate the anticipated direction of the project as it is understood at this time and not necessarily as a fixed set of tasks. The County encourages applicants to define a process that can best achieve the desired work product outlined above.

D. SPECIFIC REQUIREMENTS AND DELIVERABLES

The Consultant will be responsible for:

- Performing the prescribed analysis;
- Developing and assembling the analysis into a coherent document;
- Preparing all meeting materials including graphics, maps, and boards for display at Board of Supervisors' meetings; and
- Leading and facilitating the interviews and consultation meetings

Other Project Information

Project Budget

The Planning Department of the Community Development Agency will give consideration to the proposal that outlines the most efficient and cost-effective way to perform the work and products described above. Maximum budget for both phases should not exceed \$75,000.

Project Timeline

The County is anticipating Phase I of the project to be completed 6 months from the time that the Consultant is authorized to proceed, and Phase II of the project to be completed 6 months from the completion of Phase I. The total project timeline should be one year.

E. DEBARMENT/SUSPENSION POLICY:

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP response to ensure bidder, its principle and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR

97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify bidder, its principle and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at [www.epls.gov](http://www.epls.gov); and,
- Bidders are to complete a Debarment and Suspension Certification form, Exhibit M attached, certifying bidder, its principle and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

## II. INSTRUCTIONS TO BIDDERS

### F. COUNTY CONTACTS

The Community Development Agency's Planning Department is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Alameda County Planning Department.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby evaluators during the evaluation process. Attempts by Bidder to contact evaluators may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail:

Maria Palmeri  
Alameda County Planning Department  
224 W. Winton Avenue, Room #111  
Hayward, CA 94544  
E-Mail: [maria.palmeri@acgov.org](mailto:maria.palmeri@acgov.org)  
PHONE: 510-670-5421 FAX: 510-785-8793

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda.

Please go to [http://www.acgov.org/gsa/purchasing/bid\\_content/ContractOpportunities.jsp](http://www.acgov.org/gsa/purchasing/bid_content/ContractOpportunities.jsp) to view current contracting opportunities.

G. CALENDAR OF EVENTS

Event	Date/Location
Request Issued	October 9, 2009
Addendum Issued	N/A
Response Due	October 30, 2009 – 5:00 p.m.
Evaluation Period	November 2, 2009 to November 13, 2009
Vendor Interviews	Week of November 16, 2009
Board Letter Issued	December 8, 2009
Board Award Date	December 8, 2009
Contract Start Date	December 8, 2009

**Note:** Award and start dates are approximate.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and the site condition. By the submission of a bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

H. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Alameda County Planning Department **BY** October 30, 2009, at 5:00 p.m

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown **below**, and by the time indicated **in the Calendar of Events**. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Planning Department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed **and delivered** as follows:

ALAMEDA COUNTY PLANNING DEPARTMENT  
SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION  
RFP No. CDA PLN 2009/002  
Alameda County Planning Department  
224 W. Winton Avenue, Room 111  
Hayward, CA 94544  
Attn: Maria Palmeri

3. Bidders are to submit an original plus 5 copies of their proposal. Proposal shall be submitted on 8 1/2 by 11 paper. Original proposal is to be clearly marked and is to be either loose leaf or in a 3-ring binder, **not** bound. Bidders shall also submit all proposal material in a digital file format.
4. Bidder's name and return address must also appear on the mailing package.
5. No telegraphic, email (electronic) or facsimile bids will be considered.
6. Bidder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of its bid.
7. Submitted bids shall be valid for a minimum period of 3 months.
8. All costs required for the preparation and submission of a bid shall be borne by Bidder.
9. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

10. It is the responsibility of the bidders to clearly identify information in their bid responses that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
11. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed their evaluation and, or if, an award has been made. Bidders will receive mailed award/non-award notification(s), which will include the name of the bidder to be awarded this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned previously.
12. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.

I. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, bidder must provide all information requested. See Exhibit L, Response Content and Submittals Completeness Checklist.

J. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and/or other parties that may have expertise or experience in land use. The CSC will select a contractor in accordance with the evaluation criteria set forth in this RFP. The evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by bidder to contact and/or influence members of the CSC may result in disqualification of bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
 PROFESSIONAL CONSULTING SERVICES  
 FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	Individual qualifications	Twenty Percent (20%)
B.	Experience with similar projects	Twenty Percent (20%)
C.	General accessibility and availability	Twenty Percent (20%)
D.	The responsiveness of the proposal to the County's specifications	Twenty Percent (20%)
E.	<p>Cost:</p> <p>The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of (a) reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?); (b) realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and, (c) affordability (i.e., the ability of the County to finance the equipment/system and services). Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	Twenty Percent (20%)
	Local Preference	Five Percent (5%)
	Small and Local or Emerging and Local Preference	Five Percent (5%)

K. NOTICE OF AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by parcel post or electronic mail of the contract award recommendation, if any. The document providing this notification is the Notice of Award.

The Notice of Award will provide the following information:

- The name of the bidder being recommended for contract award;
  - The names of all other bidders; and,
  - In summary form: bid numbers, evaluation points for each bidder.
2. Debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offer's bid.
    - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder, etc.
    - b. Debriefing may include review of successful bidder's proposal.

L. BID PROTEST / APPEALS PROCESS

The Alameda County Community Development Agency prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project.

1. Any bid protest must be submitted in writing to the County. The bid protest must be submitted before 5:00 p.m. of the tenth (10<sup>th</sup>) business day following the date of the Notice of Award.
  - a. The bid protest must contain a complete statement of the basis for the protest.
  - b. The protest must include the name, address and telephone number of the person representing the protesting party.

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

- c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefore.
    - d. The procedure and time limits are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest.
  2. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
  3. Upon receipt of written protest/appeal, the Planning Director, will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise an appeal/protest decision within five (5) working days of review date.
    - a. Responses will be issued and/or discussed at least five (5) days prior to Board hearing date.
    - b. Responses will inform the bidder whether or not the recommendation to the Board is going to change.
  4. The decision of the County may be appealed to the Director of the Community Development Agency. All appeals to the Director shall be in writing and submitted within five (5) calendar days of notification of decision by the County.
  5. The decision of the Director is the final step of the appeal process.

#### IV. TERMS AND CONDITIONS

##### M. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be one (1) year.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for additional terms at agreed prices with all other terms and conditions remaining the same.

##### N. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained herein or from any Exhibits attached hereto and to waive informalities and minor irregularities in responses received.
4. The County reserves the right to award to a single or multiple contractors.
5. The County has the right to decline to award this contract or any part thereof for any reason.
6. Board approval to award a contract is required.
7. Contractor shall sign an acceptance of award letter prior to Board approval. Contract must be submitted at time of Board approval. A Standard Agreement contract must be signed following Board approval.

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

8. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Attached Exhibit J contains minimal Agreement boilerplate language only.
9. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

O. INVOICING

1. Contractor shall invoice the Planning Department, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the contract.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total lump sum price quoted in the bid response.

P. DAMAGES

1. In the event the Contractor's performance and/or deliverable projects have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

Q. COUNTY PROVISIONS

1. Preference for Local Products and Vendors: A five percent (5%) preference shall be granted to Alameda County products or Alameda County vendors on all sealed bids on contracts except with respect to those contracts which state law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County. Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor pursuant to this RFP.
  
2. Small and Emerging Locally Owned Business: A small business for purposes of this RFP is defined by the United States Small Business Administration as having no more than 6.5 million in average annual gross receipts over the last three (3) years. An emerging business, as defined by the County is one having annual gross receipts of less than one-half (1/2) of the above amount over the same period of time. In order to participate herein, the small or emerging business must also satisfy the locality requirements and be certified by the County as a Small or Emerging, local business. A certification application package (consisting of Instructions, Application and Affidavit) has been attached hereto as Exhibit E and must be completed and returned by a qualifying contractor.

A locally owned business, for purposes of satisfying the locality requirements of this provision, is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of this RFP; and which holds a valid business license issued by the County or a city within the County.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to this RFP:

- a. If Bidder is certified by the County as either a small and local or an emerging

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

and local business, the County will provide a five percent (5%) bid preference, in addition to that set forth in paragraph 1., above, for a total bid preference of ten percent (10%). However, a bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.

- b. Bidders not meeting the small or emerging local business requirements set forth above do not qualify for a bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of bidder's total bid amount in order to be considered for the contract award. Bidder, in its bid response, must submit written documentation evidencing a firm contractual commitment to meeting this minimum local participation requirement. Participation of a small and/or emerging local business must be maintained for the term of any contract resulting from this RFP. Evidence of participation shall be provided immediately upon request at any time during the term of such contract. Contractor shall provide quarterly participation reports during the term of said contract and a final account statement at the end of the contract to the County Business Outreach Officer.

The County reserves the right to waive these small/emerging local business participation requirements in this RFP, if the additional estimated cost to the County, which may result from inclusion of these requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.

The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB. If you apply and are certified as a SLEB, you will receive a 5% SLEB bid preference:

- non-profit community based organizations (CBO);
- non-profit churches or non-profit religious organizations (NPO);
- public schools; and universities; and,
- government agencies.

Non-profits must provide proof of their tax exempt status. These are defined as organizations that are certified by the U.S. Internal Revenue Service as 501(c)3.

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at [linda.moore@acgov.org](mailto:linda.moore@acgov.org).

3. First Source Program: The First Source Program has been developed to create a public/private partnership that links CalWORKs job seekers, unemployed and under employed County residents to sustainable employment through the County's relationships/connections with business, including contracts that have been awarded through the competitive process, and economic development activity in the County. Welfare reform policies and the new Workforce Investment Act requires that the County do a better job of connecting historically disconnected potential workers to employers. The First Source program will allow the County to create and sustain these connections.

Contractors awarded contracts for goods and services in excess of One Hundred Thousand Dollars (\$100,000) as a result of this RFP are required to provide Alameda County with ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Contractor has available during the life of the contract before advertising to the general public. Potential candidates referred by County to Contractor will be pre-screened, qualified applicants based on Contractor's specifications. Contractor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the Contractor.

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

Bidders are required to complete, sign and submit in their bid response, the First Source Agreement that has been attached hereto as Exhibit H, whereby they agree to notify the First Source Program of job openings prior to advertising elsewhere (ten day window) in the event that they are awarded a contract as a result of this RFP. Exhibit H will be completed and signed by County upon contract award and made a part of the final contract document.

If compliance with the First Source Program will interfere with Contractor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct the Contractor's ability to carry out the terms of the contract, the Contractor will provide to the County a written justification of non-compliance.

If additional information is needed regarding this requirement, please contact Linda Moore, Business Outreach Officer, Alameda County General Services Agency, at (510) 208-9717 or via E-mail at [linda.moore@acgov.org](mailto:linda.moore@acgov.org).

R. ONLINE CONTRACT COMPLIANCE SYSTEM

As part of the Alameda County General Services Agency's commitment to assist contractors to conveniently comply with legal and contractual requirements, the County has established an online Contract Compliance System. The system was designed to help reduce contractors' administrative costs and to provide various work-flow automation features that improve the project reporting process.

Effective July 1, 2007, the Alameda County Contract Compliance System will be implemented to monitor contract compliance for County contracts through the use of a new interactive website, Elation Systems. The prime contractor and all participating subcontractors awarded contracts as of July 1, 2007, as a result of this bid process for this project, are required to use the secure web-based system to submit SLEB Program information including, but not limited to, monthly progress payment reports and other information related to SLEB participation.

The Alameda County Contract Compliance System has been designed to provide online functionality that streamlines the process, reduces paperwork and assists contractors and subcontractors in complying with the County's SLEB Program and its reporting requirements. Utilizing the Alameda County Contract Compliance System will reduce the amount of time currently required to submit hard copy documentation regarding contract compliance

information and is provided for use by County contractors and subcontractors at no cost.

Procedural differences between the previous conventional reporting and the new web-based system include:

- Monthly progress payment status reports will be submitted via the web-based system.
- Paper copies will no longer be required.
- Contractor will be required to enter data for payments made and subcontractors will be required to enter data for payments received into the web-based system.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

Upon award of contract, please view the training schedule [http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm) or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in any contract awarded as a result of this bid process to allow use of the System free of charge. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Please contact Susan Wewetzer, Contract Compliance Officer at (510) 208-9617 if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

S. COMPLIANCE INFORMATION AND RECORDS

As needed and upon request, for the purposes of determining compliance with the SLEB Program, the Contractor shall provide the County with access to all records and documents that relate to SLEB participation and/or certification. Proprietary information will be safeguarded. All subcontractor submittals must be through the prime contractor.

T. ACCOUNT MANAGER/SUPPORT STAFF

REQUEST FOR PROPOSAL NO. CDA PLN 2009/002  
PROFESSIONAL CONSULTING SERVICES  
FOR SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

U. GENERAL REQUIREMENTS

1. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
2. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.
3. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.



COUNTY OF ALAMEDA EXHIBIT A – BID ACKNOWLEDGEMENT  
RFP No. CDA PLN 2009/002

for  
PLANNING DEPARTMENT CONSULTING SERVICES FOR  
SOLID WASTE, RECYCLING, AND COMPOSTABLES COLLECTION

The County of Alameda is soliciting bids from qualified vendors to furnish its requirements per the specifications, terms and conditions contained in the above referenced RFP number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response.

Obligations assumed by such signature must be fulfilled.

- 1. Preparation of bids:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (b) Quote price as specified in RFP. No alterations or changes or any kind shall be permitted to Exhibit B, Bid Form. Responses that do not comply shall be subject to rejection in total.
- 2. Failure to bid:** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not bidding.
- 3. Taxes and freight charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.
- 4. Award:** (a) Unless otherwise specified by the bidder or the RFP gives notice of an all-or-none award, the County may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- 5. Patent indemnity:** Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 6. Samples:** Samples of items, when required, shall be furnished free of expense to the County and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
- 7. Rights and remedies of County for default:** (a) In the event any item furnished by vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by vendor with its bid, the County may reject the same, and it shall thereupon become the duty of vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should vendor fail, neglect or refuse so to do the County shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event that vendor fails to make prompt delivery as specified for any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the vendor. (c) The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 8. Discounts:** (a) Terms of less than ten (10) days for cash discount will considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the County at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant check.
- 9. California Government Code Section 4552:** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
- 10. No guarantee or warranty:** The County of Alameda makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.

THE undersigned acknowledges receipt of above referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the vendor indicated below, in accordance with the specifications, terms and conditions of this RFP and Bid Acknowledgement.

Firm:
Address:
State/Zip
What advertising source(s) made you aware of this RFP?

By: \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

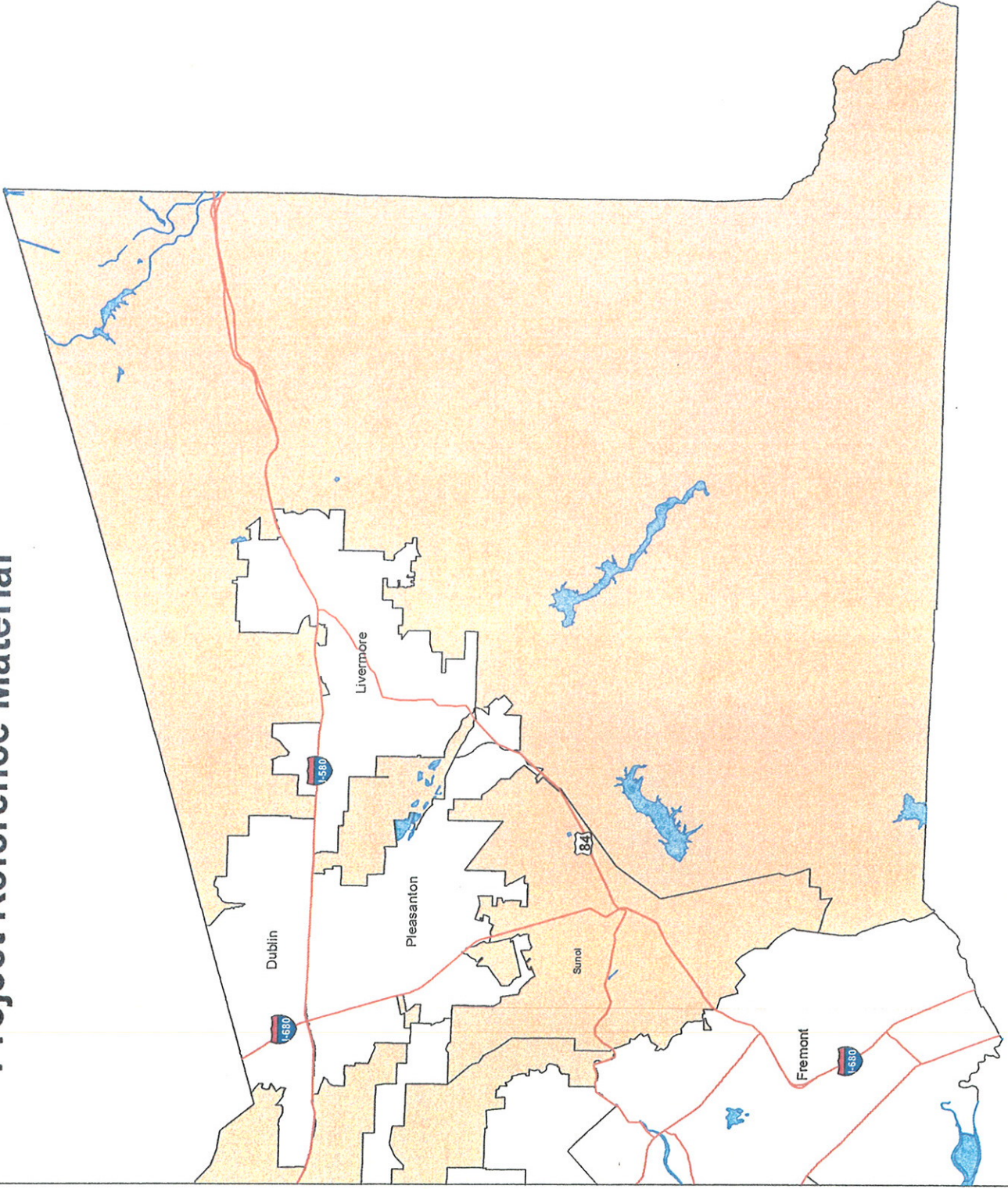
Printed Name Signed Above: \_\_\_\_\_

Title: \_\_\_\_\_



# Exhibit B Project Reference Material

Figure 1  
Unincorporated County



- Highways
- Unincorporated Areas
- Water



1 in = 4 miles





**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:                         <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at a minimum named as an "Additional Insured" on the other's policies.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured"</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:                       Department/Agency issuing the Contract                      With a Copy to Risk Management Unit (125-12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)                 </li> </ol>	

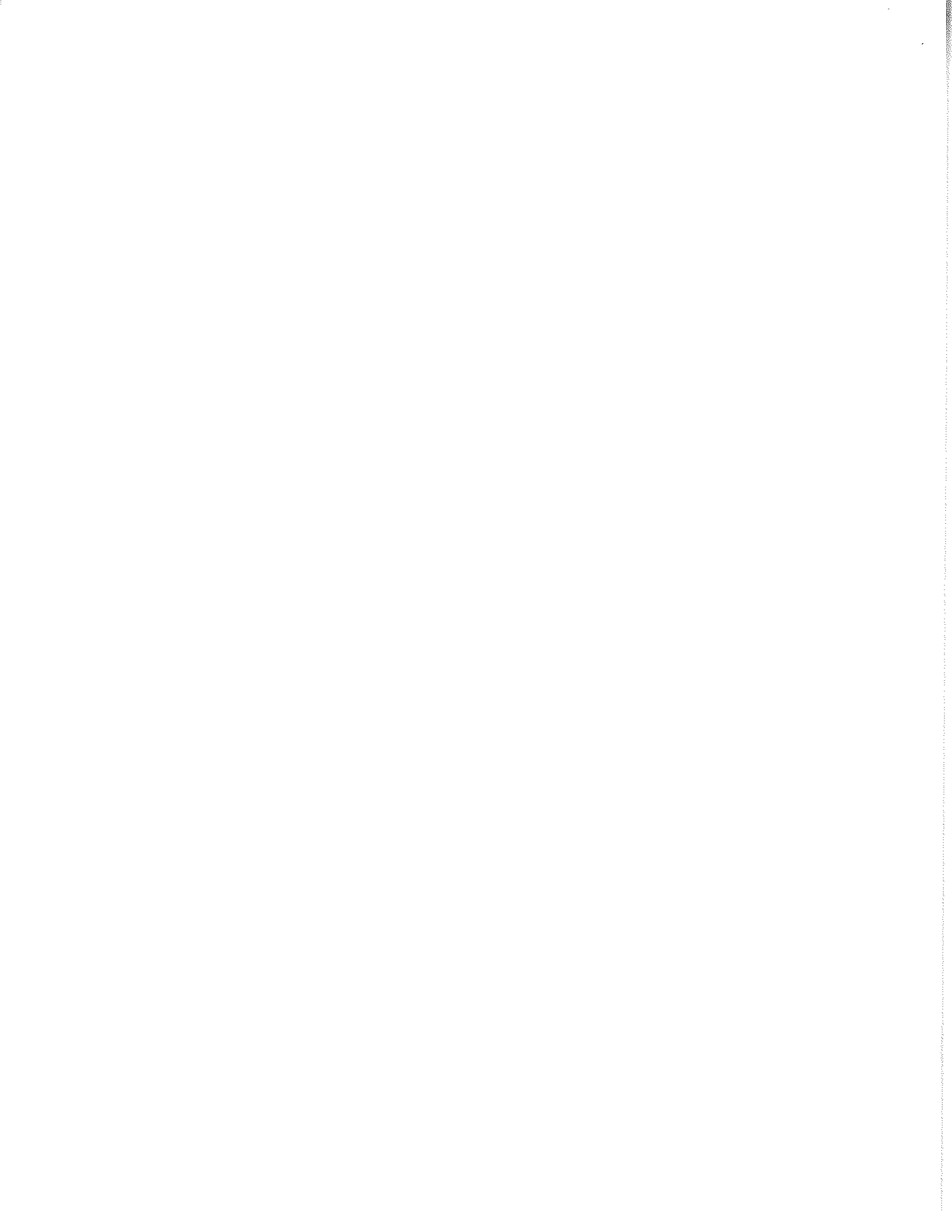


EXHIBIT D-1  
COUNTY OF ALAMEDA  
RFP No. CDA PLN 2009/002  
SOLID WASTE, RECYCLE AND COMPOSTABLES COLLECTION

CURRENT REFERENCES

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Service Provided:	
Dates/Type of Service:	

**EXHIBIT D-2**  
**COUNTY OF ALAMEDA**  
**RFP No. CDA PLN 2009/002**  
**SOLID WASTE, RECYCLE AND COMPOSTABLES COLLECTION**

**FORMER REFERENCES**

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Service Provided:	
Dates/Type of Service:	

Company Name:	
Address:	
City, State, Zip Code:	
Contact Person:	
Telephone Number:	
Service Provided:	
Dates/Type of Service:	



## Exhibit E

### Small, Local And Emerging Business (SLEB) Program Certification Instructions

RFP No. CDA PLN 2009/02

### Professional Consulting Services for Solid Waste, Recycling and Compostables Collection Small, Local and Emerging Business Program Certification Instructions

#### 1. Complete the appropriate application form for New or Renewal Certification:

Current or previously certified businesses must complete the Renewal Certification Application on Page 4 of 4.

To apply for a New Certification, complete the application form in Pages 2 and 3 of 4.

#### Program Definitions

*Local Business:* A business having a fixed office with a street address in Alameda County for a minimum period of 6 months and a valid business license issued by the County or a City within Alameda County

*Small Business:* A business which has been certified by the County as local and meets the U.S. Business Administration (SBA) size standards for its classification. Size standards and classification codes information available at <http://www.naics.com/search.htm>

*Emerging Business:* A business which has been certified by the County as local and meets one half of the U.S. SBA size standards for its classification and has been in business less than 5 years.

If you own less than 51% interest in your business, please indicate other owner(s) name(s), title(s) and percentage of ownership. List all current business and professional licenses. If you have been in business for less than three years, please provide your actual gross receipts received for the period that you have been in business. If you have not been in business for a complete tax year, please provide actual gross receipts to date. If any item on the application form is not applicable, please put "N/A" in the designated area. If additional space is needed, please attach additional sheet(s).

#### 2. Please sign\* and mail Application to:

Alameda County Auditor-Controller Agency  
Office of Contract Compliance  
1221 Oak Street, Room 249  
Oakland, CA 94612

\*The application form must be signed by the owner, principal partner or authorized officer of the corporation. We will contact you within 10 days to schedule a site visit upon receipt of your application.

#### 3. On-site Visit

The following items must be available for our review during the visit to your business address:

- Signed Federal Tax Returns showing Gross Business Receipts for the last 3 years\*\*
- Business Licenses
- Current Identification (i.e. Driver's License, Identification Card)
- Deed, Rental or Lease Agreement showing Business Address

\*\*Personal Net Worth Statement (if the business has never filed taxes)

If you have questions regarding your certification, please contact the Office of Contract Compliance

Telephone: (510) 891-5500

Email: [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org)





**Exhibit E**  
**Small, Local And Emerging Business (SLEB) Program Certification Instructions**  
**RFP No. CDA PLN 2009/02**

**COMMON APPLICATION for**  
**LOCAL CERTIFICATION**

**Insert RFP number and response due date below:**

√	Alameda County	RFP# _____ RFP Response Due Date: __/__/__
---	----------------	--

**Check additional certifying agencies below that you would like your application to be forwarded to:**

- Alameda County Transportation Improvement Authority
- City of Oakland
- Port of Oakland
- All the above

**The Common Application is a sharing of information between agencies and NOT a reciprocal certification.**

**1) Contact Information**

Legal Name of Entity		Contact Person (Name & Title)		
Street Address of Entity (No P.O. Box)				
City		State	Zip Code	County
Telephone (    )	Fax # (    )		Cell# (    )	
Email Address		Web Site		



**2) Company Profile:** (Continue)

Number of Employees at the local office Permanent Full time ____ Permanent Part time ____	Temporary Full Time ____ Temporary Part Time ____	Seasonal Full Time ____ Seasonal Part Time ____
TOTAL Number of Employees at all locations. Permanent Full time ____ Permanent Part time ____	Temporary Full Time ____ Temporary Part Time ____	Seasonal Full Time ____ Seasonal Part Time ____

**3) Certifications:**

Name of Issuing Authority	Type	Number	Expiration Date
City / County Business Tax Certificate			
Internal Revenue Service (required) -- If your firm is a Non-Profit, submit the Letter of Determination of Not For Profit Status.			
State of CA /CUCP Certification for DBE/AC/DBE firm			
State of CA /SBA Certification for Small firm			
Other Certification			
Other Certification			
Other Certification			

**4) Professional Licenses, Permits and/or Certificates** (e.g. contractor, architect, engineer, etc. -- list all that apply - attach copies. List on a separate page if additional space is needed)

Name of Issuing Authority	Type	Number	Expiration Date
State of CA Contractor's License Board – Contractor's License:			
State of CA Professional Service License or Permit:			
State of CA Service Provider License or Permit:			
Other:			
Other:			

**5) NAICS Codes:** Please review the NAICS<sup>1</sup> listing of work codes and indicate below your areas of expertise ranked in order of importance (begin with primary and specialty areas as indicated in the Company Profile section) NAICS Codes can be found at: <http://www.naics.com/search.htm> & <http://www.census.gov/epcd/naics02/>. Add separate sheet for additional NAICS codes if needed.

NAICS Code	Description of Work

**6) Additional Information:**

Are you a Trucking Firm?  Yes  No      Are you a Truck Broker?  Yes  No      Both?  Yes  No  
 A supplier?  Yes  No

**7) I consent to the sharing of information contained herein with the certifying agencies I have checked on Page 1, and declare under penalty of perjury that all statements made in this Application are true and correct :**     Yes     No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

<sup>1</sup> North American Industry Classification System – [www.naics.com](http://www.naics.com)



**Exhibit E**  
**Small, Local And Emerging Business (SLEB) Program Certification Instructions**  
**RFP No. CDA PLN 2009/002**

SLEB Certification Number: \_\_\_\_\_ Date of Initial Certification: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

How long at this address: \_\_\_\_\_ Business Telephone Number: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_ Business Fax Number: \_\_\_\_\_

Main Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Ownership changed since last certification:  Yes  No Number of Employees: \_\_\_\_\_

Gross Business Receipts for Last Three Years:

\$ \_\_\_\_\_ 20\_\_\_\_ \$ \_\_\_\_\_ 20\_\_\_\_ \$ \_\_\_\_\_ 20\_\_\_\_

**Composition of Ownership**

Are you a publicly traded entity, a public school, or a government? Yes  No

Are you a non-profit, or a church? Yes  No

If "Yes" to one of the above, skip Ethnicity and Gender below. The Collection of ethnicity and gender data is for statistical and demographic purposes only. Please check the ONE most applicable in each category:

**Ethnicity**

- |   |   |
|---|---|
| <input type="checkbox"/> African American or Black (greater than 50%)         | <input type="checkbox"/> Hispanic or Latino (greater than 50%)                  |
| <input type="checkbox"/> American Indian or Alaskan Native (greater than 50%) | <input type="checkbox"/> Native Hawaiian/Pacific Islander (greater than 50%)    |
| <input type="checkbox"/> Asian (greater than 50%)                             | <input type="checkbox"/> Multi-ethnic minority ownership (greater than 50%)     |
| <input type="checkbox"/> Caucasian or White (greater than 50%)                | <input type="checkbox"/> Multi-ethnic ownership (50% Minority-50% Non-Minority) |

Filipino (greater than 50%)

**Gender**

- |  |  |
|--|--|
| <input type="checkbox"/> Female (greater than 50% Ownership) | <input type="checkbox"/> Male (greater than 50% Ownership) |
|--|--|



**Exhibit E**  
**Small, Local And Emerging Business (SLEB) Program Certification Instructions**  
**RFP No. CDA PLN 2009/002**

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North America Industry Classification System Codes (NAICS )


**RENEWAL AFFIDAVIT**

I declare, under penalty of perjury all of the foregoing statements are true and correct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (Proprietor, Partner, Officer, etc.): \_\_\_\_\_

**EXHIBIT F**

**SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET  
COUNTY OF ALAMEDA**

**RFP No. CDA PLN 2009/002**

**for**

**PROFESSIONAL CONSULTING SERVICES**

**SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION**

In order to meet the small local emerging business (SLEB) requirements of this RFP, all bidders must complete this form as required below.

Bidders not meeting the definition of a SLEB (as stated in this RFP County Provisions) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute the partner without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

The OCC will monitor the contract for compliance with the SLEB requirements.

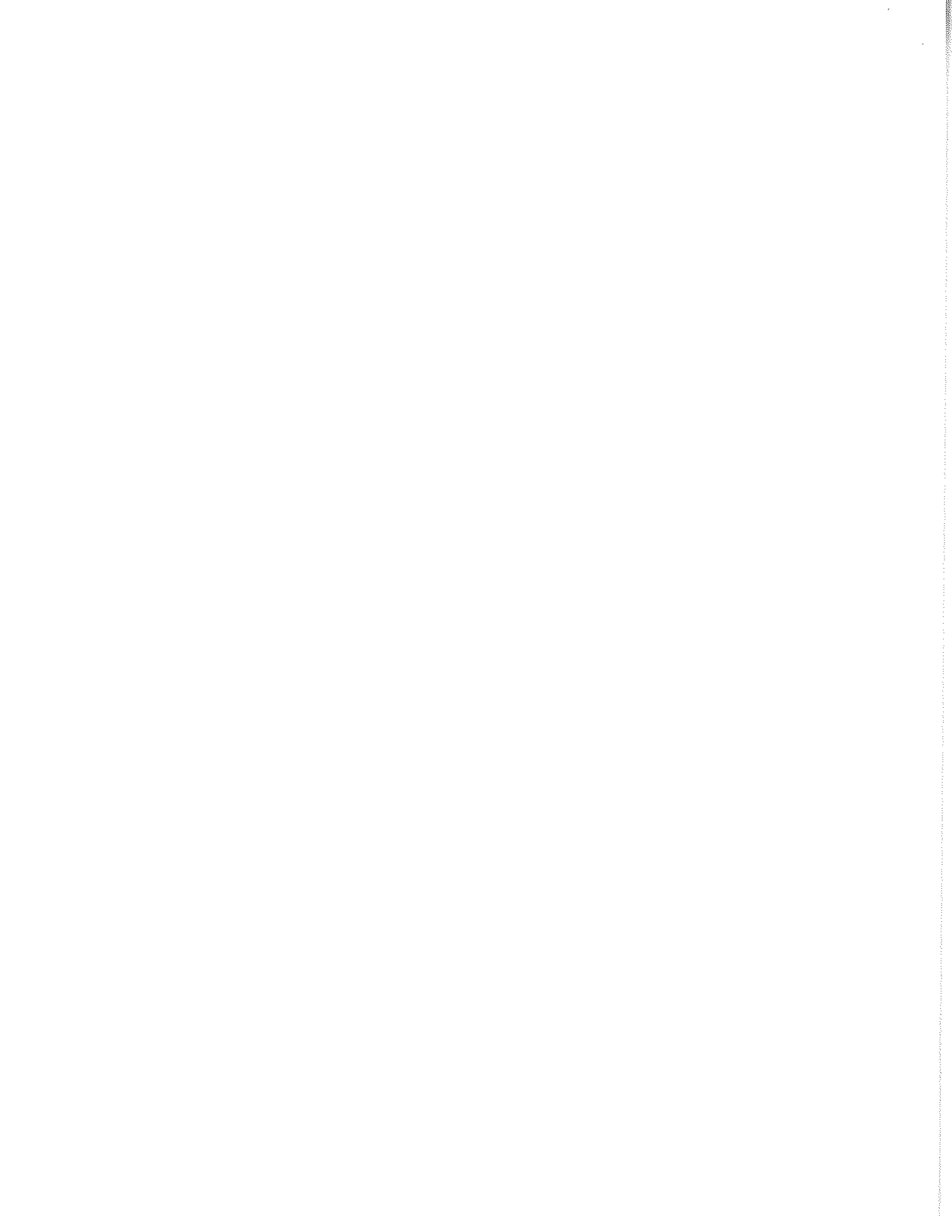
**BIDDER (CONTRACTOR) NAME:** \_\_\_\_\_  
 is Certified SLEB # \_\_\_\_\_ through \_\_\_ / \_\_\_ / \_\_\_ (certification expiration date)

BIDDER is **not** a SLEB and will subcontract \_\_\_\_\_ % with the SLEB named below for the following service(s): \_\_\_\_\_

SLEB Subcontractor  
Business Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Tax ID Number: \_\_\_\_\_ SLEB Certification Number: \_\_\_\_\_

SLEB Certification Status (Small or Emerging) \_\_\_\_\_ SLEB Certification Expiration Date: \_\_\_ / \_\_\_ / \_\_\_  
Principal Name: \_\_\_\_\_  
SLEB Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT G**  
**COUNTY OF ALAMEDA**

**RFP No. CDA PLN 2009/002**

**PROFESSIONAL CONSULTING SERVICES FOR  
SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION  
REQUEST FOR PREFERENCE**

for

**LOCAL BUSINESS and SMALL AND LOCAL OR EMERGING AND LOCAL BUSINESS**  
IF YOU WOULD LIKE TO REQUEST THE LOCAL BUSINESS, SMALL AND LOCAL BUSINESS, OR  
EMERGING AND LOCAL BUSINESS PREFERENCE, COMPLETE THIS FORM AND RETURN IT WITH  
YOUR BID. IN ADDITION, IF APPLYING FOR LOCAL PREFERENCE, SUBMIT THE FOLLOWING:

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County;  
and
- Proof of six (6) month business residency, identifying the name of the vendor and the local address:  
utility bills, deed of trust or lease agreement.

A five-percent (5%) preference will be granted to Alameda County products or vendors on all sealed bids on contracts except with respect to those contracts which State law requires be granted to the lowest responsible bidder. An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the date upon which a request for sealed bids or proposals is issued; and which holds a valid business license issued by the County or a city with the County. Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

In addition, a five percent (5%) preference, for a total bid preference of ten percent (10%), shall be granted (except as noted above) if the bidder is certified by the County as either a small and local or an emerging and local business. Check the appropriate (2 maximum) boxes and provide the requested information below.

Request for 5% local preference

Request for 5% small and local preference ***OR***  Request for 5% emerging and local preference

Company Name:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Business License Number:

\_\_\_\_\_

**The Undersigned declares that the foregoing information is true and correct:**

Print/Type Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

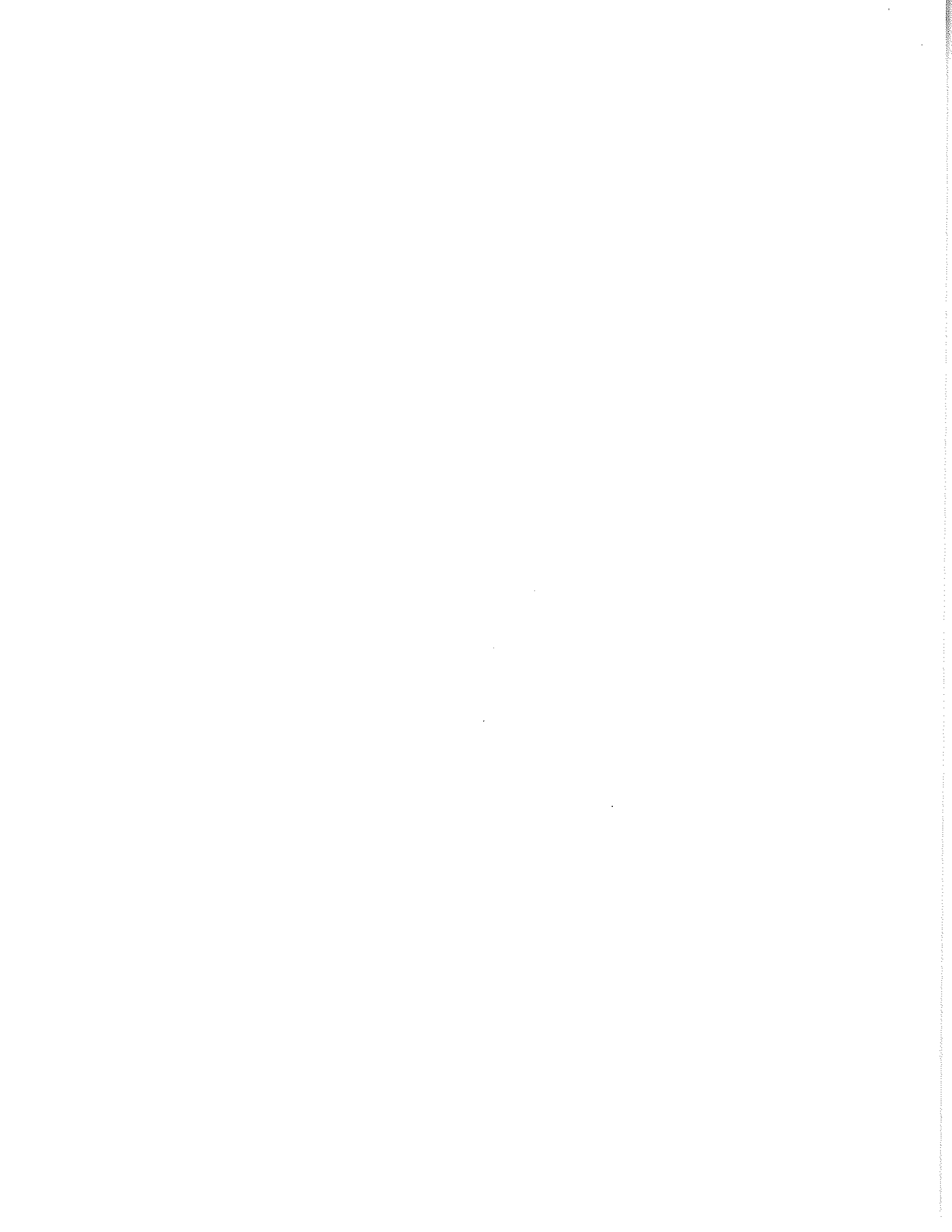


EXHIBIT H

COUNTY OF ALAMEDA

RFP No. CDA PLN 2009/002

ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT
VENDOR INFORMATION

ALCOLINK Vendor Number (if known): 00000

SLEB Vendor Number:

Full Legal Name:

DBA

Type of Entity: [ ] Individual [ ] Sole Proprietor [ ] Partnership

[ ] Corporation [ ] Tax-Exempted [ ] Government or Trust

Check the boxes that apply:

[ ] Goods Only [ ] Goods & Services [ ] Rents/Leases [ ] Legal Services

[ ] Rents/Leases paid to you as the agent [ ] Medical Services [ ] Non-Medical Services - Describe

[ ] Other

Federal Tax ID Number (required):

P.O. Box/Street Address:

Vendor Contact's Name:

Vendor Contact's Telephone: Fax:

Vendor Contact's E-mail address:

Please check all that apply:

- LOC [ ] Local Vendor (Holds business license within Alameda County)
SML [ ] Small Business (as defined by Small Business Administration)
I [ ] American Indian or Alaskan Native (>50%)
A [ ] Asian (>50%)
B [ ] Black or African American (>50%)
F [ ] Filipino (>50%)
H [ ] Hispanic or Latino (>50%)
N [ ] Native Hawaiian or other Pacific Islander (>50%)
W [ ] White (>50%)

Number of Entry Level Positions available through the life of the contract:

Number of other positions available through the life of the contract:

This information to be completed by County:

Contract #

Contract Amount:

Contract Term:

**EXHIBIT H**  
**COUNTY OF ALAMEDA**

**RFP No. CDA PLN 2009-002**  
**ALAMEDA COUNTY VENDOR FIRST SOURCE AGREEMENT**  
**VENDOR INFORMATION**

**Vendor** agrees to provide Alameda County (through East Bay Works and Social Services Agency), ten (10) working days to refer to Vendor, potential candidates to be considered by Vendor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that Vendor has available during the life of the contract before advertising to the general public. Vendor will also provide the County with specific job requirements for new or vacant positions. Vendor agrees to use its best efforts to fill its employment vacancies with candidates referred by County, but final decision of whether or not to offer employment, and the terms and conditions thereof, to the candidate(s) rest solely within the discretion of the Vendor.

**Alameda County** (through East Bay Works and Social Services Agency) agrees to only refer pre-screened qualified applicants, based on vendor specifications, to vendor for interviews for prospective employment by Vendor (see Incentives for Vendor Participation under Vendor/First Source Program located on the Small Local Emerging Business (SLEB) Website, <http://www.co.alameda.ca.us/gsa/sleb/vendor.shtml>)

If compliance with the First Source Program will interfere with Vendor's pre-existing labor agreements, recruiting practices, or will otherwise obstruct Vendor's ability to carry out the terms of the contract, Vendor will provide to the County a written justification of non-compliance in the space provided below.

---

(Company Name)

---

(Vendor Signature)

---

(Date)

---

(East Bay Works / One-Stop Representative Signature)

---

(Date)

Justification of Non-Compliance:

---

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# EXHIBIT I

## COUNTY OF ALAMEDA

RFP No. CDA PLN 2009/002

### PROFESSIONAL CONSULTING SERVICES FOR SOLID WASTE, RECYCLING, AND COMPOSTABLES COLLECTION

#### Exceptions, Clarifications, Amendments

List below requests for clarifications, exceptions and amendments, if any, to the RFP and its exhibits, including Exhibit J, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

**Contractor:**



**EXHIBIT J**

Contract No. \_\_\_\_\_

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2007, is by and between the County of Alameda, hereinafter referred to as the "County", and \_\_\_\_\_, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain \_\_\_\_\_ services which are more fully described in Exhibit A hereto ("\_\_\_\_\_ Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide \_\_\_\_\_ Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from \_\_\_\_\_ through \_\_\_\_\_.

The compensation payable to Contractor hereunder shall not exceed (*dollar amount written out*) (\$\_\_\_\_\_) for the term of this Agreement

**EXHIBIT J**

Contract No. \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: Purchasing Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## EXHIBIT J

Contract No. \_\_\_\_\_

### GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

## EXHIBIT J

Contract No. \_\_\_\_\_

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

## EXHIBIT J

Contract No. \_\_\_\_\_

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
  
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

## EXHIBIT J

Contract No. \_\_\_\_\_

safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way

## EXHIBIT J

Contract No. \_\_\_\_\_

the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

## EXHIBIT J

Contract No. \_\_\_\_\_

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the

# EXHIBIT J

Contract No. \_\_\_\_\_

recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in,

## EXHIBIT J

Contract No. \_\_\_\_\_

be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

## EXHIBIT J

Contract No. \_\_\_\_\_

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the

## EXHIBIT J

Contract No. \_\_\_\_\_

foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its \_\_\_\_\_ Services shall not exceed \$ \_\_\_\_\_ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor shall subcontract with *company name (street address, city, state; Principal, name)*, for services to be provided under this Agreement in an amount of at least twenty percent (20%) (*or adjust percentage if more than or less than*) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the County. County will be under no obligation to pay contractor for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance Officer.

Contractor shall provide SLEB utilization reports when invoicing the County utilizing the Alameda County Compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the County web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or

## EXHIBIT J

Contract No. \_\_\_\_\_

emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contact the County Auditor- Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org) if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

*Alternate Language: Delete above two paragraphs and use the following alternate language if the prime contractor is a certified small or emerging local business.*

*Delete the following paragraph and use the above language if the prime contractor is not a certified small or emerging local business:*

SMALL, LOCAL AND EMERGING BUSINESS PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. However, should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall comply with the County's Small and Emerging Locally owned Business provision.

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## EXHIBIT J

Contract No. \_\_\_\_\_

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

## EXHIBIT J

Contract No. \_\_\_\_\_

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

## EXHIBIT J

Contract No. \_\_\_\_\_

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

## EXHIBIT K

### RFP No. CDA PLN 2009/002 RFP VENDOR BID LIST

Below is the Vendor Bid List for this project consisting of vendors who have been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program (described within this RFP. For additional information regarding the SLEB Program, please visit our website at <http://www.acgov.org/gsa/sleb/> and/or contact Linda Moore, Business Outreach Officer, at [Linda.Moore@acgov.org](mailto:Linda.Moore@acgov.org), or (510) 208-9717.

Firm Name	Address	City, Zip	Contact/Phone	E-Mail
R3 Consulting Group	4811 Chippendale Dr, Ste 902	Sac, CA 95841		
Hilton Farnkopf & Hobson, LLC	2175 N. Ca Blvd, Ste 990	WC, CA 94596		
Foresight Consulting	2010 Amador Avenue	Davis, CA 95616		<a href="mailto:tbauer@foresight-consulting.biz">tbauer@foresight-consulting.biz</a>
Brown, Vence & Associates	115 Sansome St, Ste 800	SF, CA 94104- 3622		
Pacific Waste Consulting Group	5714 Folsom Blvd, #240	Sac, CA 95819-5407	Mark White	
Gary Liss & Associates	4395 Gold Trail	Loomis, CA 95650		
Environmental Planning	1885 The Alameda, Ste 120	San Jose, CA 95126	Richard Gertman	<a href="mailto:epc@environplan.com">epc@environplan.com</a> <a href="mailto:info@environplan.com">info@environplan.com</a>
R.J.Proto Consulting Group, Inc.	P.O. Box 2467	CV, CA 94546-0467		<a href="mailto:info@protoconsulting.com">info@protoconsulting.com</a>
Joe Sloan, Sloan Vasquez LLC	1231 East Dyer Rd, Ste 225	Santa Ana, CA 92705	714.348.6350	<a href="mailto:joe@sloanvasquez.com">joe@sloanvasquez.com</a>
Steve Sherman, Cascadia Consulting	3141 Lewiston Ave, Ste B	Berkeley, CA 94705	510.773.2776	<a href="mailto:ssherman@cascadiaconsulting.com">ssherman@cascadiaconsulting.com</a>
Joe Miller, SCS Engineers	6601 Koll Center Parkway, Ste 140	Pleasanton, CA 94566	925.426.0080	<a href="mailto:jmiller@scsengineers.com">jmiller@scsengineers.com</a>
Kelly Runyon, ESA	225 Bush St, Ste 1700	SF, CA 94104	415.896.5900	<a href="mailto:krunyon@esassoc.com">krunyon@esassoc.com</a>
Kyle Rhorer, VP, R.W.Beck	1001 Fourth Ave, Ste 2500	Seattle, WA 98154	206.695-4785	<a href="mailto:krhorer@rwbeck.com">krhorer@rwbeck.com</a>
Ed Boisson	48 Cushing Avenue	San Rafael, CA 94903	415-499-0919	<a href="mailto:eboisson@rwbeck.com">eboisson@rwbeck.com</a>
Metcalf & Eddy, Inc	1390 Market St, Ste 1100	SF, CA 94102	Asbjorn Nysaether	<a href="mailto:Asbjorn.nysaether@m-e.aecom.com">Asbjorn.nysaether@m-e.aecom.com</a>
The Consulting Group	394 Cecilia Way	Tiburon, CA 94920	Woody Lovejoy 415.381.2560	<a href="http://Tcg.international.com">Tcg.international.com</a> <a href="http://Tcg.tcg-international.com">Tcg.tcg-international.com</a>
Jones and Stokes	266 Grand Avenue	Oakland, CA 94606		
EDAW	753 Davis Street	San Francisco, CA	94111	
Bay Area Economics	2560 9 <sup>th</sup> Street, Ste 211	Berkeley, CA 94710	Jonathan Stern	
ESA	436 14 <sup>th</sup> St, #600	Oakland, CA 94607		
Baseline Environmental Consulting	5900 Hollis	Emeryville, CA	94608	



**EXHIBIT L**  
**RESPONSE CONTENT AND SUBMITTALS**  
**COMPLETENESS CHECKLIST**  
**RFP No. CDA PLN 2009/002**  
**PROFESSIONAL CONSULTING SERVICES FOR**  
**SOLID WASTE, RECYCLING, AND COMPOSTABLES COLLECTION**

1. Bid responses must be signed in ink and include evidence that the person or persons signing the proposal is/are authorized to execute the proposal on behalf of the bidder.
2. Bidders shall provide all of the below noted Bid documentation and exhibits. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in the County's sole discretion. The content and sequence for each required Bid document/exhibit shall be as follows:

**CHECK LIST**

- A. Title Page: Show RFP number and title, your company name and address, name for the contact person (for all matters regarding the RFP response), telephone number and proposal date.
- B. Table of Contents: Bid responses shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers. Tabs should separate each of the individual sections.
- C. Cover Letter: Bid responses shall include a cover letter describing Bidder and include all of the following:
  - 1) The official name of bidder;
  - 2) Bidder's organizational structure (e.g. corporation, partnership, limited liability company, etc.);
  - 3) The jurisdiction in which bidder is organized and the date of such organization;

- 4) The address of bidder's headquarters, any local office involved in the bid proposal; and the address/location where the actual production of goods and/or services will be performed;
- 5) Bidder's Federal Tax Identification Number;
- 6) The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFP response, with authorization to make representations on behalf of and to bind bidder;
- 8) An acceptance of all conditions and requirements contained in this RFP.

- D. Letter of Transmittal: Bid responses shall include a description of bidder's approach in providing its goods and/or services to the County in one or two pages stating its understanding of the work to be done and a positive commitment to perform the work as specified.
- E. Executive Summary: A brief synopsis of the highlights of the proposal and overall benefits of the proposal to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.

- F. Bidder's Qualifications and Experience:

Provide a description of bidder's capabilities pertaining to this RFP. This description should not exceed five (5) pages and should include a detailed summary of bidder's experience relative to RFP requirements described herein, including references.

- H. Key Personnel - Qualifications and Experience:

Bid responses shall include a complete list of and resumes for all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included: (1) the person's relationship with Bidder, including

Exhibit L

Page 2 of 4

job title and years of employment with bidder; (2) the role that the person will play in connection with the RFP (3) address, telephone, fax numbers, and e-mail address; (4) the person's educational background; (5) the person's relevant experience; and (6) relevant awards, certificates or other achievements. This section of the bid response should include no more than two pages of information for each listed person.

J. Description of the Proposed Services:

Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of bidder's personnel involved, and the number of hours scheduled for such personnel. The description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of bidder in providing the services that the County should be aware of in evaluating its Response to this RFP.

L. Fees for Scope of Work:

Provide cost breakdown for all professional services, including all incidentals. The full description of fees proposed for performing the services shall be categorized, corresponding with the item numbers in the RFP Scope of Work.

M. References, Exhibit D1 and D2:

1) Bidders are to provide a list of 4 current and 4 former clients on Exhibit D1 and D2, attached hereto. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

2) Reference information is to include:

- Company/Agency name
- Contact person (name and title), contact person is to be someone directly involved with the services

Exhibit L

Page 3 of 4

- Complete street address
- Telephone number
- Type of business
- Dates of service

3) The County may contact some or all of the references provided in order to determine bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

O. Evidence of Insurance

Certificates of insurance are required per the attached Exhibit C from a reputable insurer evidencing all coverages required for the term of any contract that may be awarded pursuant to this RFP. The County's insurance requirements for Additional Insured reads, "All insurance required above with the exception... shall be endorsed to name as additional insured..." An endorsement is an amendment to a contract, such as an insurance policy, by which the original terms are changed. The insurance certificate (also known as the "Acord") carries a disclaimer, "This certificate is issued as a matter of information only and confers no rights upon the certificate holder. **This certificate does not amend, extend or alter the coverage afforded by the policy below.**" Additional insureds listed in the description box are not a proper risk transfer. Any amendment or extension of the coverage such as an additional insured should be provided by a separate endorsement page or copy of the policy

Q. Other required Submittals/Exhibits not included above that are required in the bid response:

- Exhibit A, Acknowledgement, must be signed and returned.
- Exhibit E, SLEB Certification Application Package, completed, signed, required documentation attached (applicable to a small or emerging business, located within the boundaries of Alameda County, seeking certification).
- Exhibit F, Small Local Emerging Business (SLEB) Subcontracting Information Sheet, must be completed and signed.
- Exhibit G, Request for Preference for Local Business and Small Local or Emerging

Exhibit L

Page 4 of 4

Local Business, completed and signed (read Exhibit G for applicability). If applying for local preference, submit the following:

- Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
- Proof of six (6) month business residency, identifying the name of the vendor and the local address: utility bills, deed of trust or lease agreement.
- Exhibit H, First Source Agreement, must be completed and signed (applicable to contracts over \$100,000).
- Exhibit I, Exceptions, Clarifications and Amendments Form, must be completed and signed. Any exceptions, clarifications and amendments should also address the attached Exhibits, particularly Exhibit J, Standard Agreement (The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification).
- Exhibit M, Debarment and Suspension Certification.

Exhibit L

Page 5 of 4



**EXHIBIT M**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

**COUNTY OF ALAMEDA**  
**RFP No. CDA PLN 2009/002**  
**PROFESSIONAL CONSULTING SERVICES FOR**  
**SOLID WASTE, RECYCLING AND COMPOSTABLES COLLECTION**

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principle, and any named subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this certification.

BIDDER: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

