COUNTY OF ALAMEDA

ADDENDUM No. 2

to

RFP No. PLN2023-002

### for

**WASTE HAULER NEGOTIATION ASSISTANCE**

**CONSULTANT SERVICES**

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| **This County of Alameda, Community Development Agency, RFP Second Addendum has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County’s Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFP Addendum will also be posted on the GSA Contracting Opportunities website located at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**.** |

**This Addendum includes a**

**\*\*REVISED CALENDAR OF EVENTS\*\***

**PLEASE NOTE THAT BID RESPONSES ARE NOW DUE ON**

**March 21, 2023 BY 5:00 P.M.**

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# CALENDAR OF EVENTS

**The Calander of Events Section has been modified to read as shown below.** Changes made to the original RFP document are in **bold** print and highlighted, and deletions made have a ~~strike through~~.

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **Jan. 25, 2023** |
| **Networking Conference #1** | **Feb 6, 2023 at 11:00 p.m.**  **Please click the link to join the Zoom meeting:**  <https://us02web.zoom.us/j/85451520445?pwd=cXdrbGxYYiswWXV4ODNaeXJ1RHhFdz09>  **Meeting ID: 854 5152 0445**  **To join by Phone ONLY:**  1 (669) 900-9128  or 1 (346) 248-7799 |
| **Networking Conference #2** | **Feb. 7, 2023 at 2:00 p.m.**  **Please click the link to join the Zoom meeting:**  <https://us02web.zoom.us/j/89561285230?pwd=a0kyckFvcGF3d1F1OHBEYlpkaWN4QT09>  **Meeting ID: 895 6128 5230**  **To join by Phone ONLY:**  1 (669) 900-9128  or 1 (346) 248-7799 |
| **Written Questions Due via Email:**  [**andrew.schneider@acgov.org**](mailto:andrew.schneider@acgov.org) | **Feb. 8, 2023 by 5:00 p.m.** |
| **List of Attendees** | **Feb 8, 2023** |
| **Q&A Issued** | **Feb 15, 2023** |
| **Addendum Issued**  (only if necessary, to amend RFP) | **Feb 15, 2023** |
| **Addendum #2 Issued** | **March 1, 2023** |
| **Written Questions Due via Email:**  [**andrew.schneider@acgov.org**](mailto:andrew.schneider@acgov.org) | **March 7, 2023** |
| **Q&A Addendum (if necessary)** | **March 10, 2023** |
| **Response Due** | **Mar. 21,~~6,~~ 2023 by 5:00 p.m.** |
| **Evaluation Period** | **Mar. 22 ~~7~~ – March 24~~9~~, 2023** |
| **Vendor Interviews** | **Mar. 29 ~~15~~- March 30 ~~16~~, 2023** |
| **Notice of Intent to Award Issued** | **April 3 ~~Mar. 23,~~ 2023** |
| **Board Consideration Award Date** | **May 23 ~~Apr. 25,~~ 2023** |
| **Contract Start Date** | **May 24 ~~Apr. 25,~~, 2023** |

***NOTE: All dates are tentative and subject to change.***

**AMENDMENTS TO RFP**

**The RFP is amended to include the following :**

This purpose of this Addendum is to correct and clarify terms and items in the Waste Hauler Negotiation Assistance Consultation Services Request for Proposal (RFP #PLN2023-002) issued on Jan 25, 2023 and the Questions and Answers issued on Feb 15, 2023 (Collectively the “Procurement Documents”). In case of any conflict the information in this Addendum shall control.

In lieu of formal bidder’s conference, any questions related to this Addendum may be submitted in writing to [andrew.schneider@acgov.org](mailto:andrew.schneider@acgov.org) by March 7, 2023. If any questions are received, a supplemental Question and Answer will be posted by March 10, 2023.

To allow sufficient time for bidders to review, understand and address changes and contained in the Addendum, the Response Due date has been changed to March 21, 2023.

The successful bidder will enter into a contract with the County using the County’s Standard Services Agreement. The terms “Contractor” and “Consultant” are used interchangeably in the Procurement Documents. References to generator mean a person or entity that is responsible for the initial creation of waste, including organic waste.

The Contract will include services for negotiating hauler agreements and in addition assisting County with recommendations for meeting compliance with solid waste, organic waste and recycling requirements.

**The following sections of the RFP have been amended to read as shown below.**

**Page 5 of the RFP, Section 1. B (SCOPE), is revised by adding the following :**

The Consultant will assist the County with efforts to select and negotiate agreement(s) with hauler(s) so that the Alameda County Waste Program Jurisdiction is served to the fullest extent possible and in compliance with the Short-lived Climate Pollutants: Organic Waste Reductions Regulations (SLCP Regulations) that were promulgated by CalRecycle pursuant to Senate Bill 1383, located in Title 14 of the California Code of Regulations (“SB 1383”) and Alameda County General Ordinance 6.40, Solid Waste Collection and Organics Waste Reduction.

The Alameda County Waste Program Jurisdiction includes pockets of the unincorporated county that are geographically diverse including areas that have limited access and/or limited generators. Because of the geographical terrain and distances between some generators, the County anticipates that there will be a need for multiple hauler agreements. The County anticipates that the most likely hauler(s) to service these different areas of the Waste Program Jurisdiction areas will be those that already provide these services to cities that are contiguous to the different areas. While there have been some conversations with such haulers, selections have not been made for specific haulers. While the RFP identifies these contiguous hauler(s), the County will select the hauler(s) in compliance with its procurement policies and legal requirements.

The Consultant will assist County to obtain hauler services throughout the County Waste Program Jurisdiction. Consultant’s services will include assistance with efforts to obtain hauler(s) and negotiations with the selected hauler(s). The Consultant shall also assist the County with identifying waste generators in the different areas of the County’s Waste Program Jurisdiction, and the hauler(s) that currently serve them. The Consultant shall also recommend and assist the County with implementation of compliance methods that meet relevant regulatory requirements and state mandates in all areas of the County Waste Program Jurisdiction, including assisting with CEQA compliance, if needed.

Any cloud-based folders, documents and other materials shared by Contractor with County shall be maintained and shared in a secure manner and comply with at the minimum standard practices for security and protections to avoid third party access, transmission of computer virus and to decrease and eliminate security risks.

References on Exhibit C, the draft map titled “Waste Program Jurisdiction with Services Areas” includes a shaded area identified as “Pleasanton Garbage Service Area.” This portion of the Waste Program Jurisdiction is not an established Collection Zone nor is it a formal service area, but an area of unincorporated county in which Pleasanton Garbage Service currently provides at least some voluntary curbside collection services to generators that have contacted them and entered into individual contracts for services.

The County will be creating additional County Collection Zones, but has not yet determined the number of zones or geographical areas of the zones. Consultant will provide assistance as requested by County as zones are created and participate in efforts to identify haulers.

For compliance with SB 1383, generators in geographic areas that are inaccessible for curbside collection service will be required to certify with the County as self-haulers. County staff have undertaken a preliminary mapping and Assessor data analysis exercise to identify parcels in these areas. For these generators, Consultant’s role may include making recommendations related to the County’s work on mapping/generator identification methodology and guiding the County’s development of SB 1383-compliant self-haul certification options.

**Page 5 of the RFP, Section 1. C (BACKGROUND), is DELETED in its entirety and replaced with the following:**

## BACKGROUND

The Alameda County Waste Program Jurisdiction comprises all areas of Unincorporated Alameda County that are outside the Oro Loma Sanitary District and the Castro Valley Sanitary District. The two sanitary districts provide solid waste, recycling, and organic waste recycling services within their boundaries.

The Consultant will assist the County with analysis and recommendations for regulatory compliance in all areas of the Waste Program Jurisdiction, beginning by facilitating hauler selection and contract negotiations in two areas within the County’s Waste Program Jurisdiction where there are the most residential waste generators: the unincorporated area adjacent to the City of Livermore, and the unincorporated area adjacent to the City of Pleasanton (including the unincorporated community of Sunol).

**The unincorporated Livermore area:**

The unincorporated Livermore area of the County Waste Program Jurisdiction is currently served by Livermore Sanitation, Inc. (LSI) via a 2012 MOU agreement between the County, LSI, and the City of Livermore (Exhibit D). This agreement grants LSI the exclusive right to collect solid waste, recyclables, and organics in County Collection Zone 1 until the end of the term of the separate agreement between LSI and the City of Livermore (the City -LSI Agreement) for service within the City, or termination of the three-party.

In April 2020 the City-LSI Agreement was amended. On November 28, 2022, the City of Livermore consented to a stock purchase agreement between LSI and Waste Connections and made further amendments to the City-LSI Agreement. The County is in the process of amending its 2012 MOU with the City and LSI to consent to the assignment and update the 2012 MOU terms for consistency with the amended City-LSI Agreement.

The Consultant will assist the County to negotiate expanding the services provided under the LSI-City-County MOU to provide more extensive waste collection services in County Collection Zone 1 compliant with SB 1383 and all other relevant regulatory requirements and state mandates.

CalRecycle granted the County a Low-Population Waiver for two large census tracts in the unincorporated Livermore area, effective February 7, 2022, for a period of 5 years. The County is not required to provide SB 1383-compliant waste collection services in these low-population census tracts during the period covered by the waiver; however, the County’s hauler negotiations will include discussion of needs related to compliance with AB 1826 and AB 341 Commercial Generators, in these areas.

**The unincorporated Pleasanton area (including Sunol):**

The unincorporated Pleasanton area of the County’s Waste Program Jurisdiction is currently an open market area. (For convenience, this area is referenced on Exhibit C as the “Pleasanton Garbage Service Area”, an area in which Pleasanton Garbage Service currently provides some voluntary curbside collection services.) This area, which has not yet been designated for County Collection Zone(s), includes the unincorporated communities of Sunol, Castlewood, Little Valley, and other rural unincorporated areas between the Cities of Pleasanton and Fremont. This area is currently served via direct, optional service agreements between generators and haulers. Curbside services in this area are limited, and in most cases recycling and organics services have not yet been established. The primary hauler serving this area is Pleasanton Garbage Service (PGS), which also provides collection service within the City of Pleasanton through an exclusive franchise with the city. It is anticipated that PGS will likely be the hauler to contract with the County to serve this area. The Consultant shall assist the County with establishing a formal relationship with PGS, or other selected hauler, by negotiating a Hauler Agreement that meets relevant regulatory requirements and state mandates to serve a newly established County Collection Zone(s) for this portion of the County Waste Program Jurisdiction.

**Unincorporated areas outside the unincorporated Pleasanton and Livermore areas:**

In limited cases, generators in the County’s Waste Program Jurisdiction along the borders of other waste jurisdictions (such as the City of Fremont, the City of Hayward, the Oro Loma Sanitary District, and the Castro Valley Sanitary District), may currently be receiving waste collection services via direct service agreements with other Haulers. A general overview of Waste Program Jurisdiction areas other than the unincorporated Pleasanton and Livermore areas are:

**Unincorporated Fremont area:**

(This area is referenced on Exhibit C as the “Unincorporated Fremont Area”). Along the unincorporated County’s border with the City of Fremont, a small number of generators in the County’s Waste program Jurisdiction may be receiving solid waste, recycling, and/or organic collection services via direct, optional service agreements between generators and Republic Services, the franchise hauler for the City of Fremont. It is anticipated that the likely hauler for the area will be Republic Services, as they are already providing voluntary curbside collection services to individual generators that have contacted them and entered into individual contracts for services. The consultant shall assist the County in finding and entering into an agreement with a hauler to meet relevant regulatory requirements, state mandates and grants rights to serve the unincorporated Fremont area.

**Unincorporated Castro Valley and Eden General Plan areas:**

(For convenience, a portion of this area is referenced on Exhibit C as the “Urban Unincorporated Area”). Along the border(s) between the Castro Valley Sanitary District, the Oro Loma Sanitary District, and surrounding cities, there may be a small number of generators in these areas that fall within the County’s Waste Program Jurisdiction. These generators may already be receiving service from a hauler operating in one of the sanitary districts or cities. The Consultant shall assist the County with identifying any Generators in the County’s Waste Program Jurisdiction, and the hauler(s) that currently serve them. The Consultant shall recommend and assist the County with implementation of compliance methods that meet relevant regulatory requirements and state mandates in these areas.

The County’s intent is to enter into hauler agreement(s) for SB 1383 compliant curbside waste collection service in all areas where it can be reasonably provided within the County’s Waste Program Jurisdiction. In the County’s early discussions with LSI and PGS, both haulers have identified areas within the Waste Program Jurisdiction where they are currently providing some collection services and where they would be willing to expand to full three-bin service for all generators, not just their current customers in those areas. These two haulers have also identified some difficult-to-access locations in these areas where they would likely be unable to provide service.

**Page 8 of the RFP, Section E (SPECIFIC REQUIREMENTS), is amended by deleting the first paragraph and replacing it with the following:**

The selected Contractor(s) will have demonstrated expertise in negotiating municipal hauler agreements for solid waste, recycling, and organic waste recycling services. The Contractor(s) will be expected to become familiar with the unincorporated communities, the County’s existing 2012 LSI Hauler Agreement, as it is may be amended, and the hauler or franchise agreements of the City of Livermore and any other agreement that may be modified to include services to the County. The Contractor(s) shall work closely in collaboration with County staff from the Community Development Agency (CDA).

As used in this RFP, references to the ‘project’ means and includes (1) identification of waste generators (2) identification of potential haulers to provide solid waste, recycling and organic waste recycling services and (3) solicitation, creation and negotiation of hauler agreement(s) for the County Waste Program consistent with all applicable legal requirements including SB 1383.

**Page 9 of the RFP, Section E (SPECIFIC REQUIREMENTS), Task 1: Task 1: Project Management, Meetings & Coordination, under Task 1 Deliverables, is revised by adding the following:**

* Task 4: Hauler Negotiations for other areas of the County Waste Program Jurisdiction

**Questions & Answers to RFP #PLN2023-002**

**issued on Feb 15, 2023, is amended as follows:**

**Page 5 of the Question & Answers, A 12 is deleted in its entirety and replaced with the following following**

**Q12: You mentioned mandatory service but not necessarily exclusive franchises. Are you expecting exclusive agreements in LSI and PGS areas?**

A12:

While we anticipate that the haulers that will most effectively provide services will be those that are providing services to contiguous cites, including those that have been identified in the RFP, one of the Consultants tasks will be to assist the County in successfully obtaining haulers to provide the services, including meeting procurement requirements for selection of such haulers. The County will consider exclusive agreements if they are the most efficient and cost-effective way to obtain comprehensive and complete services. Other than the current agreement with LSI, which is an exclusive agreement for the area, the County has not entered into any agreement or selected haulers.

**Page 6 of the Question & Answers, A 14 is amended by adding the following as the first line of the answer:**

A: 14 The following information is publicly available, the County has not been provided with reports or fee amounts from any haulers for any new potential hauler agreement(s).

**Page 7 of the Question & Answers, A 18 is deleted in its entirety and replaced with the following following :**

**Q18: Please indicate whether selected consultant will be involved in evaluating the assignment of the LSI MOU to Waste Connections.**

A18: The City-LSI Agreement was not assigned to Waste Connections; on November 28, 2022, the City of Livermore consented to a stock purchase agreement between LSI and Waste Connections and made further amendments to the City-LSI Agreement. The County is in the process of amending its 2012 MOU with the City and LSI to also consent assignment the stock purchase and update the 2012 MOU terms through a First Amendment to MOU for consistency with the amended City-LSI Agreement. We do not anticipate the selected Consultant playing a role in this First Amendment. As services are expanded in this area, a further amendment or new agreement will be needed, which will need the consultant’s assistance.

**Page 7 of the Question & Answers, A 21 is deleted in its entirety and replaced with the following following**

**Q21: Please provide full list of stakeholder meetings intended by County.**

A21: The list of proposed stakeholder meetings, which will likely be increased, where consultant will need to be present or assist with presentation is:

* Agreement for Unincorporated Livermore:
  + District 1 Town Hall;
  + Agricultural Advisory Committee.
* Agreement for Unincorporated Pleasanton:
  + Sunol Citizen’s Advisory Committee
  + Agricultural Advisory Committee

The agreements for the above areas, and all other agreements will need to be presented to Board of Supervisors for approval. Status meetings and possible presentations for each agreement may also be presented at the Board of Supervisor’s Transportation and Planning Commission or other Commission meetings.

Consultant must also attend other meetings as requested, and in some cases multiple meetings/presentations may be needed before the a committee or legislative body.

**Page 9 of the Question & Answers, Vendor List, is revised by adding the following information is added**

The information in the chart, including “Area(s) of expertise” and “seeking to connect with area(s) of expertise” was obtained directly from the identified organizations and not verified by County.