

COUNTY OF ALAMEDA

REQUEST FOR PROPOSALS

for

WASTE HAULER NEGOTIATION ASSISTANCE CONSULTANT SERVICES

Contact Person: Andy Schneider – Waste Program Manager

Phone Number: (510) 670-6555

E-mail Address: andrew.schneider@acgov.org

RESPONSE DUE

by

5:00 p.m.

on

March 6, 2023

via email as PDF

andrew.schneider@acgov.org

for

Alameda County Community Development Agency

224 W. Winton Avenue, Room. 111

Hayward, CA 94544



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CALENDAR OF EVENTS
REQUEST FOR PROPOSAL
WASTE HAULER NEGOTIATION ASSISTANCE
CONSULTANT SERVICES

EVENT	DATE/LOCATION
Request Issued	Jan. 25, 2023
Networking Conference #1	<p>Feb 6, 2023 at 11:00 p.m.</p> <p>Please click the link to join the Zoom meeting: https://us02web.zoom.us/j/85451520445?pwd=cXdrbGxYYiswWXV4ODNaeXJ1RHhFdz09</p> <p>Meeting ID: 854 5152 0445 To join by Phone ONLY: 1 (669) 900-9128 or 1 (346) 248-7799</p>
Networking Conference #2	<p>Feb. 7, 2023 at 2:00 p.m.</p> <p>Please click the link to join the Zoom meeting: https://us02web.zoom.us/j/89561285230?pwd=a0kyckFvcGF3d1F1OHBEYlpkaWN4QT09</p> <p>Meeting ID: 895 6128 5230 To join by Phone ONLY: 1 (669) 900-9128 or 1 (346) 248-7799</p>
Written Questions Due via Email: 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
Response Due	Mar. 6, 2023 by 5:00 p.m.
Evaluation Period	Mar. 7 – March 9, 2023
Vendor Interviews	Mar. 15- March 16, 2023
Notice of Intent to Award Issued	Mar. 23, 2023
Board Consideration Award Date	Apr. 25, 2023
Contract Start Date	Apr. 25, 2023

NOTE: All dates are tentative and subject to change.

COUNTY OF ALAMEDA
REQUEST FOR PROPOSAL
SPECIFICATIONS, TERMS & CONDITIONS
for
WASTE HAULER NEGOTIATION ASSISTANCE
CONSULTANT SERVICES

TABLE OF CONTENTS

	Page
CALENDAR OF EVENTS	1
I. STATEMENT OF WORK	5
A. INTENT	5
B. SCOPE.....	5
C. BACKGROUND	5
D. BIDDER QUALIFICATIONS	8
E. SPECIFIC REQUIREMENTS	8
F. DELIVERABLES / REPORTS	12
G. NETWORKING / BIDDERS CONFERENCES.....	13
II. COUNTY PROCEDURES, TERMS, AND CONDITIONS.....	14
H. EVALUATION CRITERIA / SELECTION COMMITTEE.....	14
I. CONTRACT EVALUATION AND ASSESSMENT	18
J. NOTICE OF INTENT TO AWARD	18
K. TERM / TERMINATION / RENEWAL	19
L. PRICING.....	19
M. AWARD	20
N. METHOD OF ORDERING	21
O. WARRANTY	22
P. INVOICING	22
Q. LIQUIDATED DAMAGES	22
R. PERFORMANCE REQUIREMENTS.....	23
S. ACCOUNT MANAGER / SUPPORT STAFF	23
III. INSTRUCTIONS TO BIDDERS	23
T. COUNTY CONTACTS.....	23
U. SUBMITTAL OF BIDS	24
V. RESPONSE FORMAT	25

ATTACHMENTS

- EXHIBIT A
- BID RESPONSE PACKET
- EXHIBIT B - MAP OF ALAMEDA COUNTY WASTE PROGRAM JURISDICTION
- EXHIBIT C - MAP OF UNINCORPORATED SERVICE AREAS
- EXHIBIT D - 2012 LSI/COUNTY/LIVERMORE AGREEMENT

EXHIBIT E - INSURANCE REQUIREMENTS

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions to describe an experienced and qualified consultant to assist County Staff with the negotiation, preparation, and adoption of two or more legally-compliant waste hauler agreements (Hauler Agreements) for solid waste, recycling, and organic waste recycling services in Alameda County's Waste Program Jurisdiction, which is the unincorporated portions of the county outside a sanitary district (see Exhibit B - Waste Program Jurisdiction).

The County intends to award a two-year contract (with option to renew) to the most responsible Bidder whose response conforms to the RFP and meets the County's requirements. The option to renew allows for unanticipated delays to the negotiation process. The proposed work is intended to be ideally completed within two years. The initial term of the Agreement is expected to begin in April 2023 and conclude by April 2025.

B. SCOPE

Alameda County (County) is currently seeking a qualified solid waste and recycling consultant firm (Consultant) with experience negotiating municipal Hauler Agreements for solid waste, recycling, and organic waste recycling services in compliance with all relevant regulatory requirements and state mandates. Throughout the length of the Professional Services Agreement (Consultant Agreement), the Consultant will be responsible for providing technical assistance to County staff in all aspects of negotiating and preparing legally-compliant Hauler Agreements and/or MOUs with at least two solid waste (Haulers) serving distinct geographies within the County's Waste Program Jurisdiction (see Exhibit C) as outlined in Section E – Specific Requirements, below.

C. 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.

Hauler negotiations will focus on two large service areas within the County's Waste Program Jurisdiction: 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 an area identified as County Collection Zone 1 until the end of the term of the separate agreement between LSI and the City of Livermore (6/30/2030) for service within the city, or termination of the three-party agreement in accord with the terms of the agreement. Collection Zone 1 is made up of two distinct Service Areas: a Densely Populated Area and a Rural Area. In the Densely Populated Area, LSI offers optional 3-bin collection services to Generators, consistent with the services LSI provides to the franchised area of the City of Livermore. In the Rural Area, LSI provides limited services that includes optional cart-based solid waste service and recycling service. The 2012 MOU includes a provision that LSI pay fees of 10% of gross revenue to the County for the exclusive right to provide collection services. LSI also pays the City of Livermore a fee for using assets financed by City of Livermore ratepayers, such as collection vehicles, containers, and staff.

On November 28, 2022, the City of Livermore approved assignment of the agreement between the City of Livermore and LSI to Waste Connections. The transfer of ownership from LSI to Waste Connections became official on Dec. 1, 2022. No staffing or service changes were proposed in the assignment of the agreement. The County is in the process of assigning to Waste Connections the 2012 MOU agreement between the County, the City of Livermore, and LSI, contingent on Waste Connections' agreement to provide SB 1383-compliant collection services in County Collection Zone 1

The Consultant shall assist the County as it negotiates with LSI to provide 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 shall contemplate future needs, or needs related to compliance with AB 1826 and SB 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. This area, which has not yet been designated as

a County Collection Zone, includes the unincorporated communities of Sunol, Castlewood, Little Valley, and other rural unincorporated areas between the Cities of Pleasanton and Fremont (See Exhibit C). 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. The Consultant shall assist the County with establishing a formal relationship with PGS by negotiating a Hauler Agreement that meets relevant regulatory requirements and state mandates to serve a newly established County Collection Zone in the unincorporated Pleasanton area.

Other unincorporated areas:

In limited cases, generators in the County's Waste Program Jurisdiction along the borders of other 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. The Consultant shall assist the County with analysis and recommendations for regulatory compliance in these areas:

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. The Consultant shall assist the County with establishing a formal relationship with Republic that meets relevant regulatory requirements and state mandates and grants Republic Services rights to serve the unincorporated Fremont area.

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 the urban unincorporated 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 urban unincorporated Generators in the County's Waste Program Jurisdiction, and the Hauler that 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.

Curbside collection subscription is currently optional throughout the County's Waste Program Jurisdiction. The County aims to establish hauler agreements that make 3-container curbside waste collection service mandatory in all areas where it can be reasonably provided within the County's Waste Program Jurisdiction. In the County's early negotiations 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. The haulers have also identified some difficult-to-access areas where they would be unable to provide service. These inaccessible areas will likely fall into a certified self-haul compliance model outside of these hauler agreements.

D. BIDDER QUALIFICATIONS

1. BIDDER Minimum Qualifications

- a. Bidder shall have comprehensive knowledge of all state, county, and local regulations regarding the collection, hauling, processing, and disposal of all types of waste including solid waste, universal waste, designated waste, E-waste, construction and demolition waste, hazardous waste, used oil filters, recyclables, and organic waste.
- b. Bidder shall have comprehensive knowledge of hauler contract provisions, state, county, and local environmental challenges, best management practices, industry standards, options for service, and charges for rates. Consultant must have comprehensive knowledge of the State SB 1383 Regulations.
- c. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

E. SPECIFIC REQUIREMENTS

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, and the Hauler or Franchise Agreements of the City of Livermore and the City of Pleasanton. The Contractor(s) shall work closely in collaboration with County staff from the Community Development Agency (CDA).

County Staff will undertake the following roles and responsibilities for the project:

- Lead and provide oversight of the Contractor(s) work progress and execution of tasks

- Provide the Contractor(s) with previous and current data and work drafted or completed in relation to the project
- Address and respond to any input, recommendations or solutions suggested by the Contractor(s) to advance the quality of the project scope, tasks and deliverables
- Review and approve the Contractor(s)'s draft and final work products
- Monitor task completion status against project deliverables and invoices rendered
- Coordinate any modification, changes, or amendments to the scope and/or Task Order, should changes or additional or alternate resources or budget be required to complete the project.
- Attend and participate in hauler negotiation sessions.

The Contractor(s) role and responsibilities include the following:

- Support and work in coordination with County Staff on project development
- Plan, analyze and recommend solutions to advance the quality of the project scope, tasks, schedule and deliverables, that are tailored to the County's needs and its diversity of stakeholder and community members
- Manage the project, including taking the lead on scheduling and facilitating meetings with clear goals and agendas with County Staff, and be available for regular check-ins with County staff by email or phone about project progress
- Be comfortable and willing to work in close collaboration with project stakeholders and community members as local public health guidance allows due to COVID-19
- Provide County Staff with the opportunity to review and comment on all deliverables at least three times
- Attend meetings (virtual or in-person as necessary and as local public health guidance allows) with County Staff and respond to emails
- Lead the execution, management and completion of all tasks and deliverables below.

The Contractor(s)' tasks are:

- Task 1: Project Management, Meetings & Coordination
- Task 2: Hauler Negotiation Technical Assistance for Unincorporated Livermore area
- Task 3: Hauler Negotiation Technical Assistance for Unincorporated Pleasanton Area

The scope of work for these tasks is anticipated to include, but is not limited to, the work detailed below, and the Deliverables/ Reports identified in Section F. The Key

Documents which are identified and underlined below are the primary documents that will guide the planning and implementation of the project.

Task 1: Project Management, Meetings & Coordination

- Manage the project, including but not limited to working closely with County Staff and coordinating, attending and keeping a record of all internal and public-facing meetings, emails, and phone calls
- Prepare a Project Schedule (Key Document) containing major milestones, review and deliverable due dates. Maintain and update the Project Schedule to track due dates, completion of and progress on tasks
- Provide regular invoicing and report progress of costs against project budget
- Provide weekly project progress reports to County Staff by email, phone and/or Teams or Zoom, as agreed with relevant County staff
- Prepare materials including slides, graphics, maps, and handouts, as necessary for all Hauler negotiation meetings and stakeholder engagement and community outreach activities and public meetings
- Attend meetings, as required, at the direction of the County Staff
- Provide and maintain a cloud-based folder for all project materials accessible to the County Staff

Task 1 Deliverables:

- Project Schedule (Key Document)
- Weekly Progress Reports
- Invoicing & Budget Updates
- Materials and Reporting of Activities & Meetings
- Project Materials Folder

Task 2: Hauler Negotiation Technical Assistance for Unincorporated Livermore area

- Review County's current Hauler Agreement with Livermore Sanitation, Inc. (LSI) and identify modifications required to meet regulatory requirements and state mandates, emerging innovations in solid waste, and current best practices in solid waste management within the context of rural unincorporated Alameda County.
- In the context of this Hauler Agreement, advise the County regarding rates, charges, costs of service, equipment needs, staffing needs, data management, waivers, exemptions, identification of generators, monitoring, and enforcement

- Conduct negotiations with LSI to ensure expedient implementation of SB 1383 compliant service in County Collection Zone 1, including possible amendments to the Hauler Agreement (Key Document).
- Advise County regarding community outreach related to new services or requirements.
- Carry Hauler Agreement through the Alameda County Board of Supervisor's approval process*, which may include meetings and stakeholder presentations.

Task 2 Deliverables:

- Written report identifying proposed modifications to the existing LSI Hauler Agreement.
- New or amended LSI Hauler Agreement (Key Document)
- Outreach materials including, but not limited to, community mailings

Task 3: Hauler Negotiation Technical Assistance for Unincorporated Pleasanton Area

- Conduct a study of curbside waste collection and other disposal methods currently in use in the unincorporated Pleasanton area (see Exhibit C) and identify modifications required to meet regulatory requirements and state mandates, emerging innovations in solid waste, and current best practices in solid waste management within the context of rural unincorporated Alameda County.
- In the context of this Hauler Agreement, advise the County regarding rates, charges, costs of service, equipment needs, staffing needs, data management, waivers, exemptions, identification of generators, monitoring, and enforcement.
- Conduct negotiations with Pleasanton Garbage Service (PGS) and prepare a formal Hauler Agreement (Key Document)
- Advise County regarding community outreach related to new services or requirements.
- Carry Hauler Agreement through the Alameda County Board of Supervisor's approval process*, which may include meetings and stakeholder presentations.

Task 3 Deliverables:

- Written report outlining existing waste disposal methods and identifying proposed modifications to bring the area into regulatory compliance.
- PGS Hauler Agreement (Key Document)
- Outreach materials including, but not limited to, community mailings

* **Alameda County Board of Supervisor's Approval process.** In coordination with County staff, prepare for and present the draft Hauler Agreements and/or MOUs at all relevant public hearings including, at a minimum:

- Sunol Citizens' Advisory Committee (for Unincorporated Pleasanton Area only)
- County Agricultural Advisory Committee, Board of Supervisors Transportation/Planning Committee
- Full Board of Supervisors
- If an item is carried over or continued, prepare for and present at the meeting(s) for a second time, including preparing updates and responding to comments and issues raised
- Contractor(s) shall prepare draft staff reports, including attachments, for County staff review
- Provide all supporting documentation and meeting-related documents
- In response to comments through the public hearing process, prepare updates to the draft Hauler Agreements and/or MOUs as appropriate.

F. DELIVERABLES / REPORTS

The following deliverables correspond to the Tasks above. The Key Documents are the primary documents that will guide the planning and implementation of the project. As identified above, the Contractor(s) shall provide the County Staff the opportunity to review and comment on all deliverables at least three (3) times.

- Staff Reports (Key Documents), including attachments, for Public Meetings
- Present draft Hauler Agreements and/or MOUs at Public Meetings
- Supporting Documentation & Meeting-Related Documents
- Final Hauler Agreements and/or MOUs for approval by the Board of Supervisors
- Board letter (Key Document), including attachments, for Board of Supervisors meeting
- Present final Hauler Agreements and/or MOUs at Board of Supervisors meeting

G. NETWORKING / BIDDERS CONFERENCES

1. The Bidders conference held on Feb 6. and Feb. 7, 2023 will be online via Zoom ONLY. Interviews will NOT be in person due to COVID compliance.
2. Networking/Bidders conferences will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships to participate in the contract(s) that may result from this RFP
 - b. Provide an opportunity for Bidders to ask specific questions about the project and request RFP clarification
 - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
3. The list of Bidder conference attendees will be released in a separate document.
4. Only written questions submitted by the stated deadline will be addressed in an RFP Question and Answer (Q&A) following the Networking/Bidders conferences. Should there be a need to amend or revise the RFP, an addendum will be issued following the Networking/Bidders Conferences. The Q&A and Addendum are the final stance of the County.
5. All questions regarding these specifications, terms and conditions are to be submitted in writing via e-mail by 5:00 p.m. on Feb 8, 2023 to:

Andy Schneider, Waste Program Manager
Alameda County Community Development Agency
E-Mail: andrew.schneider@acgov.org
PHONE: (510) 670-6555

Potential Bidders are strongly encouraged to attend Networking/Bidders Conference(s). Vendors who attend a Networking/Bidder's Conference will be added to the Vendor Bid List. Failure to participate in a Networking/Bidder's Conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a Networking/Bidder's Conference is highly recommended but is not mandatory.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

H. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in the project area. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, 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 Bidders 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 Bidders 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(s) 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 services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of Bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria

and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of final score).

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of Bidders that will continue to the final stage of oral interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references and oral interview.

If the two-stage approach is used, the three (3) Bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview. Only the Bidders meeting the short list criteria will proceed to the next stage. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to Bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If the unmet specification is a mandatory requirement, this score may result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	<p>Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p>	Pass/Fail
B.	<p>Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov/SAM/.</p>	Pass/Fail
C.	<p>Cost: Proposal is determined to be within average cost range for the scope of work.</p>	15 Points
D.	<p>Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Has the proposer demonstrated a thorough understanding of the purpose and scope of the project? 2. How well has the proposer identified pertinent issues and potential problems related to the project? 3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide? 4. Has the proposer demonstrated that it understands the County's time schedule and can meet it? 	20 Points
E.	<p>Relevant Experience and Quality of Work: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Do the individuals assigned to the project have experience on relevant projects? 2. How extensive is the applicable education and experience of the personnel designated to work on the project, including with negotiating municipal hauler agreements for solid waste, recycling, and organic waste recycling services? 	20 Points

	<ol style="list-style-type: none"> 3. Has the bidder demonstrated comprehensive knowledge of all state, county, and local regulations regarding the collection, hauling, processing, and disposal of all types of waste including solid waste, universal waste, designated waste, E-waste, construction and demolition waste, hazardous waste, used oil filters, recyclables, and organic waste? 4. Has the bidder demonstrated comprehensive knowledge of hauler contract provisions, state, county, and local environmental challenges, best management practices, industry standards, options for service, and charges for rates? 5. Has the bidder demonstrated comprehensive knowledge of the State SB 1383 Regulations? 6. Does the bidder possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP? 	
<p>F.</p>	<p>Methodology: Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the County’s time schedule? 	<p>20 Points</p>
<p>G.</p>	<p>References (See Exhibit A – Bid Response Packet)</p>	<p>10 Points</p>
<p>H.</p>	<p>Oral Interview: The oral interview on the proposal shall not exceed 60 minutes. The oral interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. The scoring may be revised based on the oral interview.</p>	<p>15 Points</p>
<p>SMALL LOCAL EMERGING BUSINESS PREFERENCE</p>		
	<p>Small and Local or Emerging and Local Preference: Points equaling five or ten percent of the Bidder’s total score, for</p>	<p>5 to 10%</p>

	the above Evaluation Criteria, will be added. This will be the Bidder's <u>final score</u> for purposes of award evaluation.	
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a. CONTRACT EVALUATION AND ASSESSMENT

During the initial 60-day period of any contract which may be awarded to the Contractor, the County may review the proposal, the contract, any goods or services provided, and/or meet with the Contractor to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

- i. The contractor has complied with all terms of this RFP; and
- ii. Any problems or potential problems with the proposed goods and services were evidenced which make it unlikely (even with possible modifications) that such goods and services have met or will meet the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's goods and services as contracted for therein, the Contractor will be notified that the contract is being terminated. The contractor shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked Bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

b. NOTICE OF INTENT TO AWARD

- i. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all Bidders will be notified in writing by e-mail, or US Postal Service mail, of the contract award recommendation, if any. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award will provide the following information:

1. The name of the Bidder being recommended for contract award; and
 2. The names of all other parties that submitted proposals.
- ii. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful Bidder.

- iii. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

c. TERM / TERMINATION / RENEWAL

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

d. PRICING

- i. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
- ii. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
- iii. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
- iv. Taxes and freight charges:
 - 1. The County is soliciting a total price for this project. The price(s) quoted shall be the total cost the County will pay for this project including all taxes (excluding Sales and Use taxes) and all other charges.
 - 2. 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.
 - 3. 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.
 - 4. Articles sold to the County of Alameda are exempt from certain Federal excise taxes. The County will furnish an exemption certificate.

- v. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- vi. A total price is required for this contract and will be the maximum price the County will pay.
- vii. Price quotes shall include any and all payment incentives available to the County.
- viii. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
- ix. Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

e. AWARD

- i. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section titled "Evaluation Criteria/Selection Committee."
- ii. 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.
- iii. Small and Emerging Locally Owned Business: 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, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.**

These requirements can be found online at:

<https://www.acgov.org/sleb/overview.htm>

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half that of a small business OR having less than one-half the number of employees AND that has been in business less than five years.

- iv. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
- v. Any proposal/bids that contain false or misleading information may be disqualified by the County.
- vi. The County reserves the right to award to a single or multiple Contractors.
- vii. The County has the right to decline to award this contract or any part thereof for any reason.
- viii. Board approval to award a contract is required.
- ix. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
- x. Final Standard Agreement terms and conditions will be negotiated with the selected Bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:
<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>
The template contains minimal Agreement boilerplate language only.
- xi. 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.

f. METHOD OF ORDERING

- i. A written PO and signed Standard Agreement contract will be issued upon Board approval.
- ii. POs and Standard Agreements will be transmitted electronically or mailed and shall be the only authorization for the Contractor to place an order.
- iii. POs and payments for products and/or services will be issued only in the name of Contractor.
- iv. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.

- v. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

g. WARRANTY

- i. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the County. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of three (3) years from the date of acceptance by the County.

h. INVOICING

- i. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
- ii. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
- iii. County shall notify Contractor of any adjustments required to invoice.
- iv. 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.
- v. Contractor shall utilize standardized invoice upon request.
- vi. Invoices shall only be issued by the Contractor who is awarded a contract.
- vii. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
- viii. The County will pay Contractor monthly or as agreed upon, not to exceed the total quoted in the bid response.

i. LIQUIDATED DAMAGES

- i. 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.

j. PERFORMANCE REQUIREMENTS

1. Contractor shall comply with all the terms of this contract, as may be modified periodically at the sole discretion of the County Community Development Agency, including but not limited to providing all deliverables, attendance at all meetings and public hearings, staying within the budget, and meeting the letter and intent of the project scope.
2. Contractor shall comply with all scheduling and deadline requirements of this contract, as may be modified periodically at the sole discretion of the County Community Development Agency.
3. Contractor shall provide to the County Community Development Agency all documents in both .pdf, bound paper copies, and editable electronic file formats, to the satisfaction of the County Community Development Agency.

k. ACCOUNT MANAGER / SUPPORT STAFF

- i. 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.
- ii. 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 and/or services offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
- iii. Contractor account manager shall be familiar with County requirements and standards and work with the Community Development Agency to ensure that established standards are adhered to.

7. INSTRUCTIONS TO BIDDERS

a. COUNTY CONTACTS

The Alameda County 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 only.

The evaluation phase of the competitive process shall begin upon receipt of 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.

Contact Information for this RFP:

Andy Schneider, Waste Program Manager
Alameda County, Community Development Agency
Planning Department
224 W. Winton Avenue, Suite 111
Hayward, CA 94544
E-Mail: andrew.schneider@acgov.org
PHONE: (510) 670-6555

b. SUBMITTAL OF BIDS

- i. All bids must be completed and successfully submitted by email ONLY to andrew.schneider@acgov.org by 5:00 p.m. on the due date specified in the Calendar of Events.
- ii. Bidders **must** submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with Optical Character Recognition (OCR) preferred) and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.
- iii. All costs required for the preparation and submission of a bid shall be borne by Bidder.
- iv. 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.
- v. All other information regarding the bid responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into a contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will be sent recommend to award/non-award notification(s), which will include the name of the Bidder to be recommended for award of this

project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.

- vi. 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.
- vii. 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.
- viii. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- ix. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
- x. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
- xi. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

c. RESPONSE FORMAT

- i. Bid responses are to be straightforward, clear, concise and specific to the information requested.

- ii. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
- iii. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at: <http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.





EXHIBIT A

BID RESPONSE PACKET

INSTRUCTIONS

- As described in the submittal of bids section of this RFP, Bidders must submit an electronic copy of the bid in PDF (with OCR preferred). The electronic copy must have all appropriate pages signed (✍).
- Each page of the Bid Response Packet must be submitted as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidder must be submitted with such pages or items clearly marked "N/A" or the bid may be disqualified as incomplete.
- Bidders shall not modify the Bid Response Packet or any other County-provided document unless instructed to do so. Modifications Bidders are instructed to make include:
 - On the cover page of the Bid Response Packet, Bidders must replace the information in **BLUE** font (name of Bidder organization, primary contact name, etc.).
- Bidder must quote price(s) as specified in the RFP, including any addendums.
- Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.
- If a Bidder is making any clarifications, or taking exception to policies or specifications of this RFP, these must be submitted in the *Exceptions and Clarifications* form of the Bid Response Packet in order for the bid response to be considered complete.

Date of Submission

Name of Bidding Organization

Primary Contact Name

Primary Contact Title

Address 1

Address 2

City, State Zip Code

Phone Number

Email Address

BID RESPONSE PACKET

WASTE HAULER NEGOTIATION ASSISTANCE CONSULTANT SERVICES

BIDDER INFORMATION

Official Name of Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit / Church

Other: _____

Jurisdiction of Organizational Structure: _____

Date of Organizational Structure: _____

Federal Tax Identification Number: _____

DIR Contractor Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Alternate Number: _____

E-mail Address: _____

BIDDER ACCEPTANCE

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of the Waste Hauler Agreements RFP.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
 - **Debarment / Suspension Policy**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm)
 - **Iran Contracting Act (ICA) of 2010**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm)
 - **General Environmental Requirements**
<http://www.acgov.org/gsa/departments/purchasing/policy/enviro.htm>
 - **Small Local Emerging Business Program**
[\[http://acgov.org/auditor/sleb/overview.htm\]](http://acgov.org/auditor/sleb/overview.htm)
 - **First Source**
[\[http://acgov.org/auditor/sleb/sourceprogram.htm\]](http://acgov.org/auditor/sleb/sourceprogram.htm)
 - **Online Contract Compliance System** [\[http://acgov.org/auditor/sleb/elation.htm\]](http://acgov.org/auditor/sleb/elation.htm)
 - **General Requirements**
[\[http://www.acgov.org/gsa/departments/purchasing/policy/genregs.htm\]](http://www.acgov.org/gsa/departments/purchasing/policy/genregs.htm)
5. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP.
6. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, 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.

7. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of a 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.

8. The undersigned acknowledges **ONE** of the following (please check only one box):

- Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- Bidder is a certified SLEB at the time of bid submittal and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB INFORMATION SHEET](#)); **OR**
- Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

SIGNATURE:  _____

Name/Title of Authorized Signer: _____

Dated this _____ day of _____ 20_____

TABLE OF CONTENTS

Instructions: Bidder shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.



LETTER OF TRANSMITTAL

Instructions: Bidder shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Bidder’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

Maximum Length: 2 pages



BUDGET DETAIL AND/OR COST NARRATIVE

Instructions: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Budget Detail**.

The *Budget Detail* shall provide a breakdown of project cost(s). Bidders may use a budget template of their own choice; however, all cost attributed to the project that will be paid for under the awarded contract **MUST** be listed and described in the *Budget Detail*.

At minimum, the Bidder must detail:

1. The work to be performed and all associated costs.
 - a. If coordination with County personnel is needed, it should also be delineated in the Budget Detail.
 - b. The work to be performed should clearly match up with work performed in the Description of Proposed Services.
2. The positions of all individuals that will perform the services;
 - a. Names of Key Personnel may be listed whenever appropriate
 - b. The estimated number of hours for each individual, corresponding hourly rates per individual and extended costs.
3. Community engagement outreach efforts may involve amenities for participants (e.g., food, childcare, and other participation-related costs) and services (e.g., translation, interpretation, and transcription). A complete bid response will include line items that account for such expenditures.

Maximum Length: none

DESCRIPTION OF PROPOSED SERVICES

Instructions: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Description of Proposed Services**.

The *Description of Proposed Service* shall describe the overall services. The Bidder must address how they will meet or exceed each requirement listed in **Section E (Specific Requirements)** and **Section F (Deliverables/Reports)**.

At minimum, the Bidder must include the following details:

1. Describe the program's desired overall goals, anticipated outcomes, measurable objectives, and key tasks including the key personnel responsible for achieving them.
2. Detail existing data collection infrastructure and demonstrate ability to interface with County's database(s) and/or provide reporting data to the County for maximum efficiency.
3. Explain any special resources, procedures, or approaches that make the services of Bidder particularly advantageous to the County.
4. 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. (Please note any requests for exceptions or clarifications MUST be identified on Exceptions and Clarification form below and the County is under no obligation to accept any exceptions or clarifications and any such exceptions and clarifications may be a basis for bid disqualification.)

Maximum Length: none

TABLE OF KEY PERSONNEL

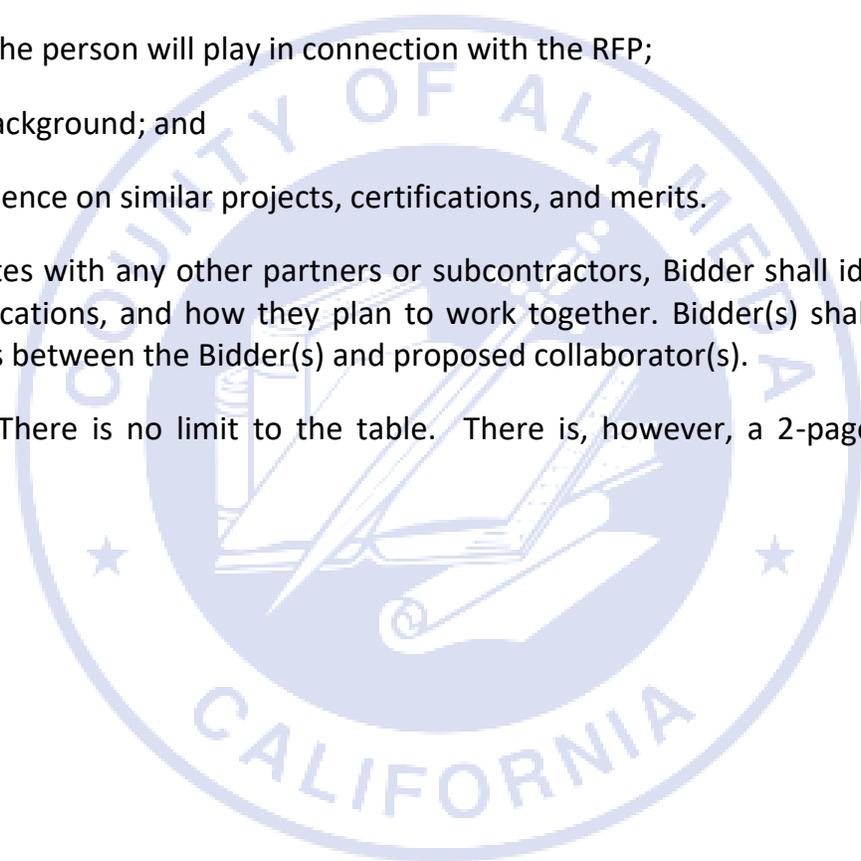
Instructions: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFP.

This table must include all key personnel who will provide services to the County, including collaborating partners. The table must include the following information for each key person:

1. The person's relationship with Bidder, including job title and years of employment with Bidder;
2. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFP;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

If a Bidder collaborates with any other partners or subcontractors, Bidder shall identify subcontractors, subcontractor qualifications, and how they plan to work together. Bidder(s) shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.



IMPLEMENTATION PLAN AND SCHEDULE

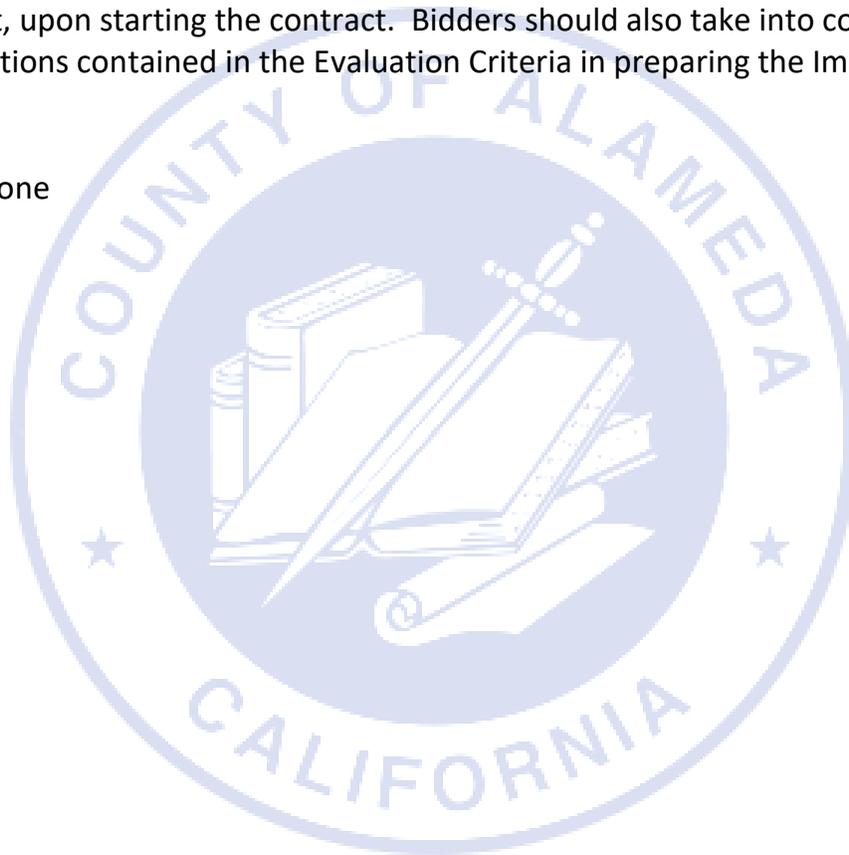
Instructions: This page must be included as part of the Bid Response Packet. Following this page, Bidder shall provide an **Implementation Plan and Schedule**.

In conjunction with the *Description of Proposed Services* and the *Budget Detail*, Bidder must include an *Implementation Plan and Schedule* that specifically addresses the following:

1. A timeline of project goals, measurable outcomes, and benchmark activities related to the provision of required services—as well as the key personnel assigned to each.

The *Implementation Plan and Schedule* should provide a clear picture of what the County can expect, and when to expect it, upon starting the contract. Bidders should also take into consideration the information and questions contained in the Evaluation Criteria in preparing the Implementation Plan and Schedule.

Maximum Length: None



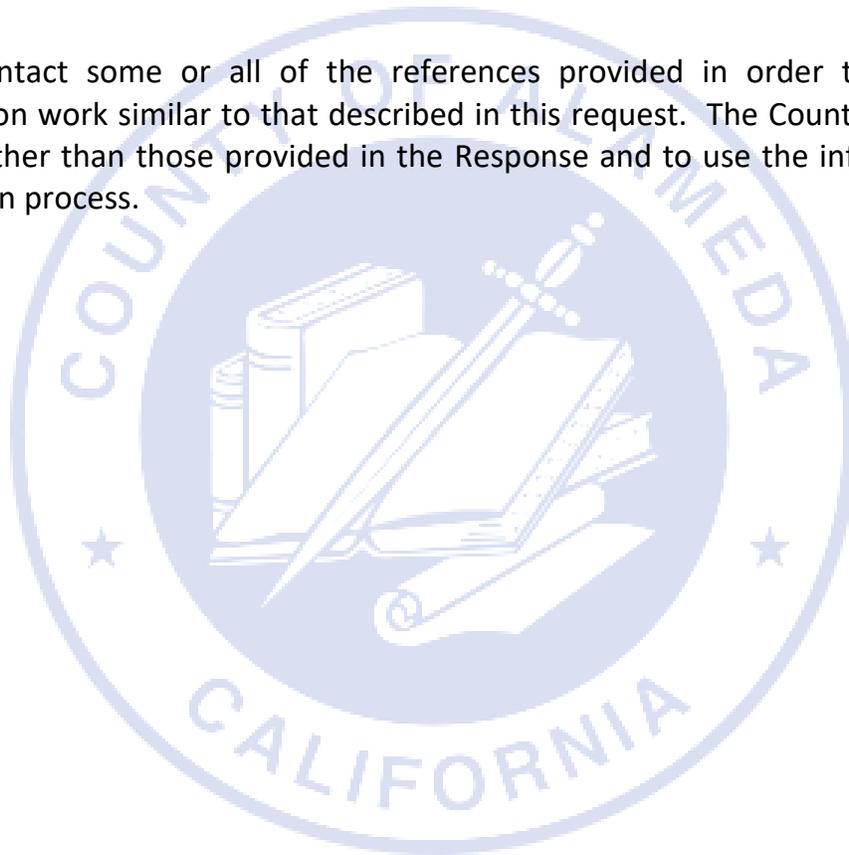
REFERENCES

Instructions: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of five references. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Bidders must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Bidders submission.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

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.



REFERENCES

**WASTE HAULER NEGOTIATION ASSISTANCE
CONSULTANT SERVICES**

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS AND CLARIFICATIONS

Instructions: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFP and associated Bid Documents.

THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID DISQUALIFICATION.



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*Use additional pages as necessary

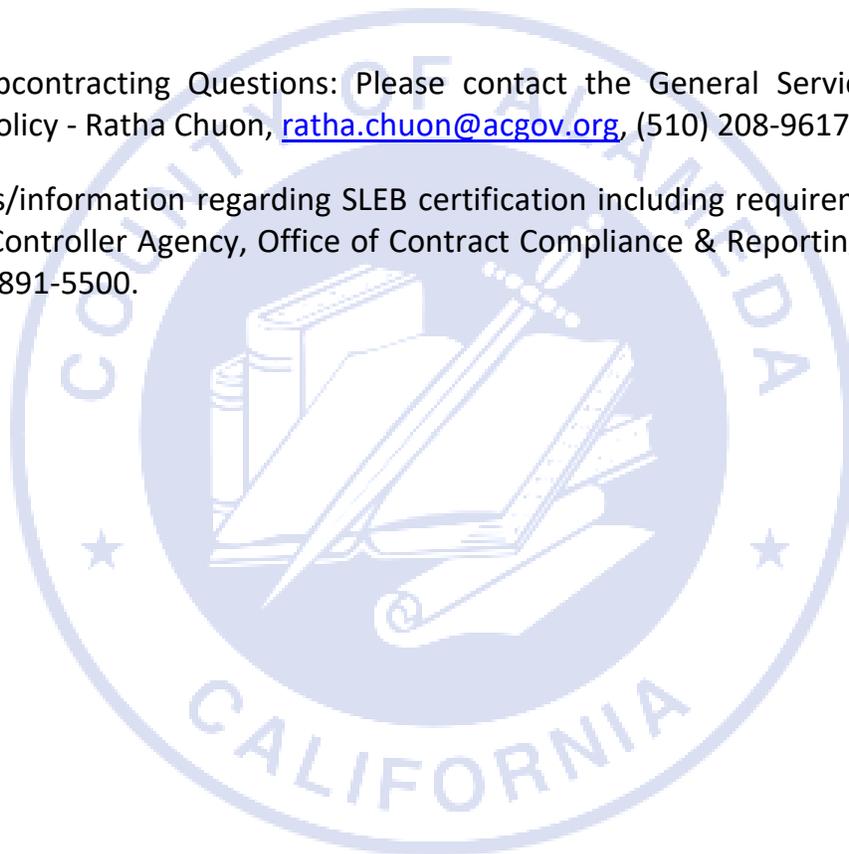


SLEB INFORMATION SHEET

Instructions: On the following page is the *SLEB Information Sheet*. Every Bidder must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement. The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be complete at the time of bid submittal for SLEB primes and SLEB subcontractor(s).

- For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy - Ratha Chuon, ratha.chuon@acgov.org, (510) 208-9617.
- For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.



SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form.

Bidders that are not certified SLEBS (for definition of a SLEB see <http://acgov.org/auditor/sleb/overview.htm>) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with, as evidence of a firm contractual commitment to meeting the SLEB participation requirement.

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 capacity to eventually bid as a prime on their own.

Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).

County departments, prime and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with Elation Systems: <http://www.elationsys.com/elationsys/>.

<input type="checkbox"/> BIDDER IS A CERTIFIED SLEB (sign at bottom of page)
SLEB BIDDER Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
NAICS Codes Included in Certification: _____

OR

<input type="checkbox"/> BIDDER IS NOT A CERTIFIED SLEB AND WILL SUBCONTRACT _____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____
SLEB Subcontractor Business Name: _____
SLEB Certification #: _____ SLEB Certification Expiration Date: _____
SLEB Certification Status: <input type="checkbox"/> Small / <input type="checkbox"/> Emerging
NAICS Codes Included in Certification: _____
SLEB Subcontractor Principal Name: _____
SLEB Subcontractor Principal Signature:  _____ Date: _____

Upon award, Bidder (the prime Contractor) and all SLEB subcontractors agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature:  _____ Date: _____

CREDENTIALS

Instructions: This page must be included as part of the Bid Response Packet. Following this page, Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFP.

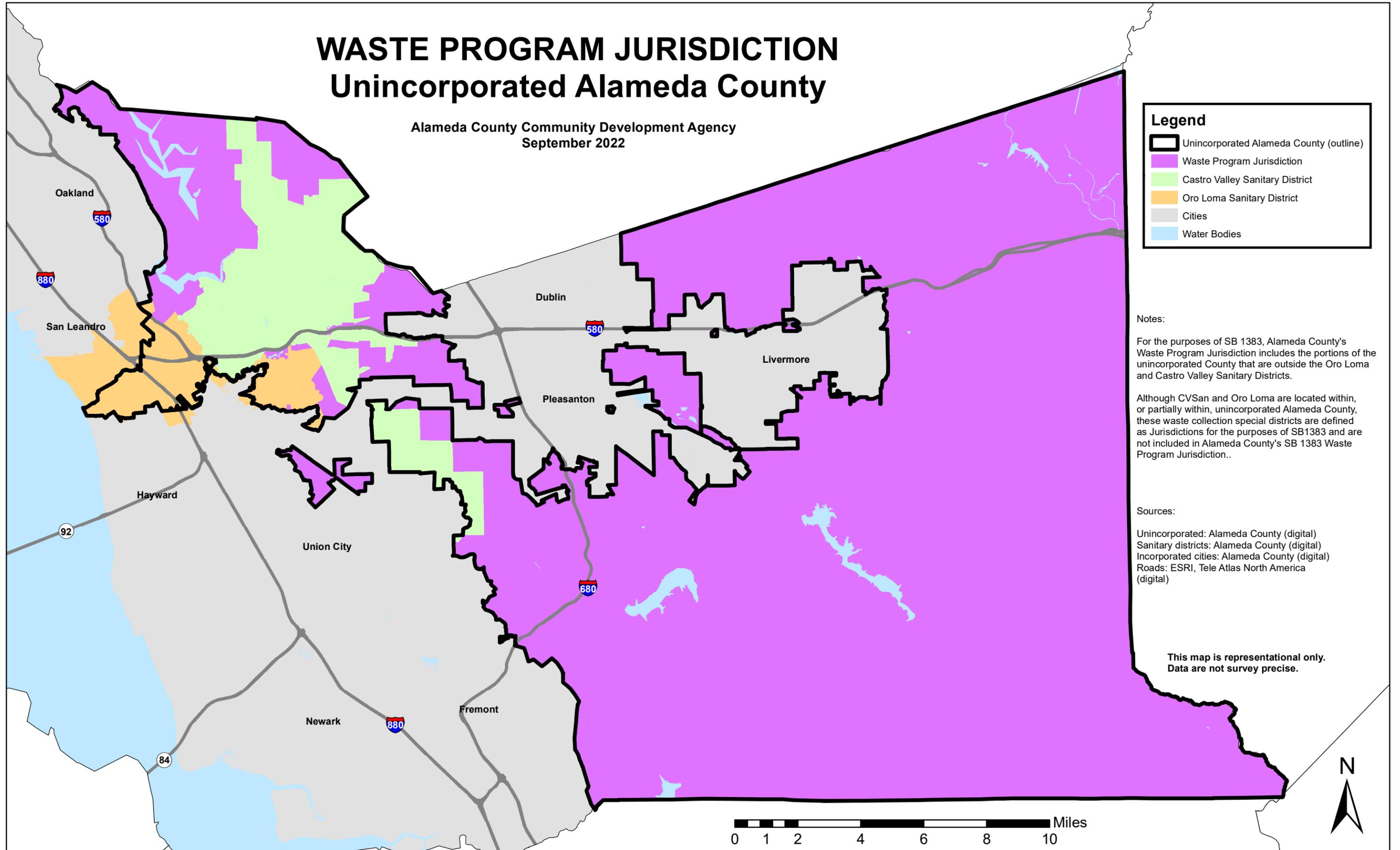


EXHIBIT B

MAP OF ALAMEDA COUNTY WASTE PROGRAM JURISDICTION

WASTE PROGRAM JURISDICTION Unincorporated Alameda County

Alameda County Community Development Agency
September 2022



Legend

- Unincorporated Alameda County (outline)
- Waste Program Jurisdiction
- Castro Valley Sanitary District
- Oro Loma Sanitary District
- Cities
- Water Bodies

Notes:

For the purposes of SB 1383, Alameda County's Waste Program Jurisdiction includes the portions of the unincorporated County that are outside the Oro Loma and Castro Valley Sanitary Districts.

Although CVSan and Oro Loma are located within, or partially within, unincorporated Alameda County, these waste collection special districts are defined as Jurisdictions for the purposes of SB1383 and are not included in Alameda County's SB 1383 Waste Program Jurisdiction..

Sources:

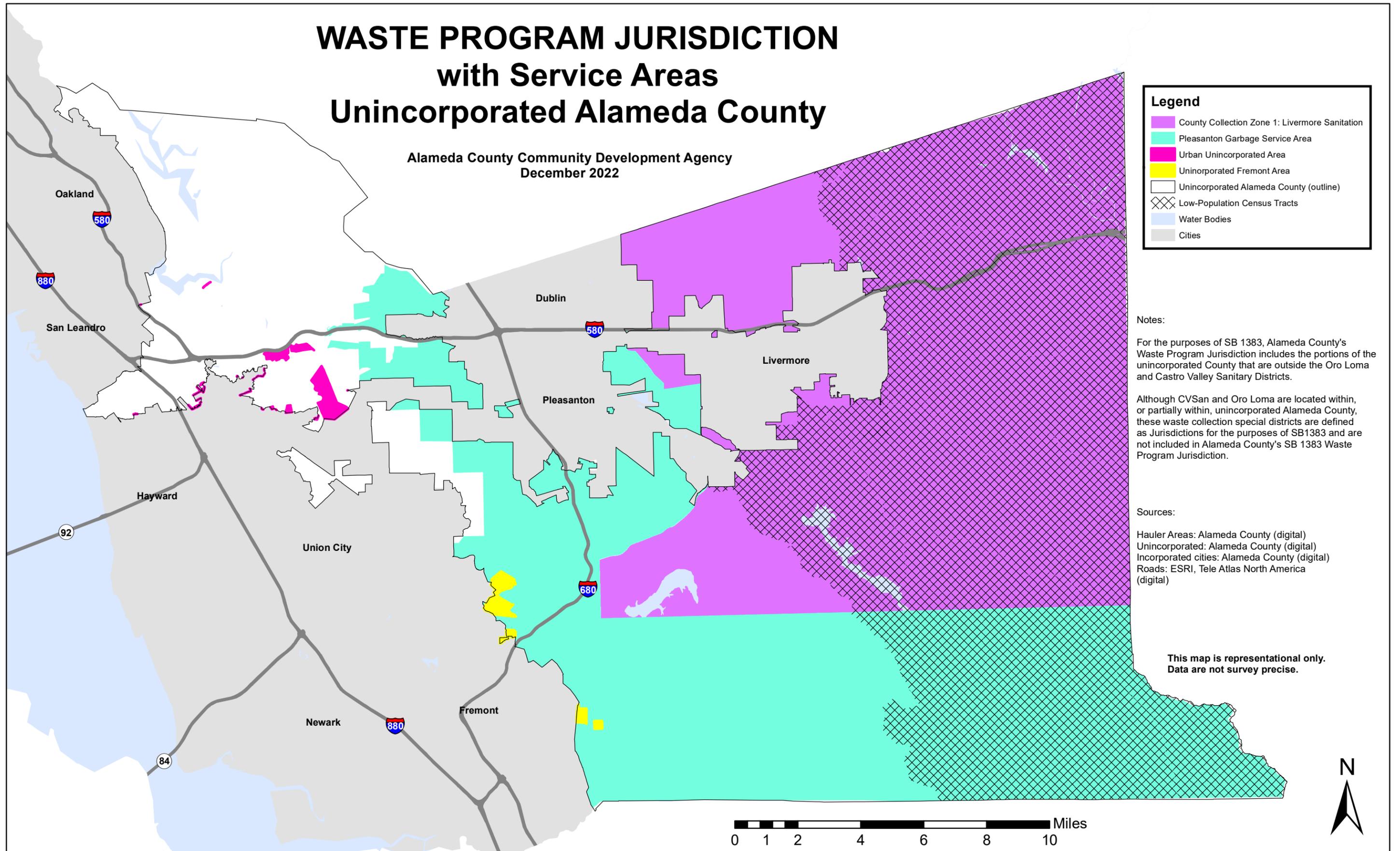
Unincorporated: Alameda County (digital)
Sanitary districts: Alameda County (digital)
Incorporated cities: Alameda County (digital)
Roads: ESRI, Tele Atlas North America (digital)

**This map is representational only.
Data are not survey precise.**

EXHIBIT C
MAP OF UNINCORPORATED SERVICE AREAS

WASTE PROGRAM JURISDICTION with Service Areas Unincorporated Alameda County

Alameda County Community Development Agency
December 2022



Legend

- County Collection Zone 1: Livermore Sanitation
- Pleasanton Garbage Service Area
- Urban Unincorporated Area
- Unincorporated Fremont Area
- Unincorporated Alameda County (outline)
- Low-Population Census Tracts
- Water Bodies
- Cities

Notes:

For the purposes of SB 1383, Alameda County's Waste Program Jurisdiction includes the portions of the unincorporated County that are outside the Oro Loma and Castro Valley Sanitary Districts.

Although CVSan and Oro Loma are located within, or partially within, unincorporated Alameda County, these waste collection special districts are defined as Jurisdictions for the purposes of SB1383 and are not included in Alameda County's SB 1383 Waste Program Jurisdiction.

Sources:

Hauler Areas: Alameda County (digital)
 Unincorporated: Alameda County (digital)
 Incorporated cities: Alameda County (digital)
 Roads: ESRI, Tele Atlas North America (digital)

**This map is representational only.
Data are not survey precise.**

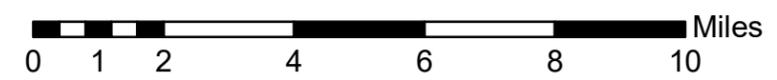


EXHIBIT D

2012 LSI/COUNTY/LIVERMORE AGREEMENT

Document may be viewed by following this link:

http://www.acgov.org/board/bos_calendar/documents/DocsAgendaReg_11_06_12/GENERAL%20ADMINISTRATION/Regular%20Calendar/CDA_Approve_Memorandum_of_Understanding_Between_the_City_of_Livermore_Livermore_Sanitation_Inc_and_Alameda_County_Regarding_Solid.pdf

EXHIBIT E

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 minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability 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	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease