



Request for Proposals (RFP)
for Environmental Review Services

PLRFP300A
for San Benito County's
Planning Division

Responses are due by 5:00 p.m. (PDT) on January 15, 2021

Resource Management Agency of San Benito County
2301 Technology Pkwy, Hollister, CA 95023

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I. General Information

A. Introduction

San Benito County owns the John Smith Road Landfill (JSRL) and operations are contracted out to a private landfill operator, Waste Connections, Inc (WCI). WCI is proposing to expand the landfill from its maximum permitted tonnage of 1,000 tons per day (tpd) to 2,000 tpd. To implement the landfill expansion project, the County Board of Supervisors will need to consider whether to certify the environmental documentation and issue the applicable permit(s). A consultant under contract to the landfill operator, Waste Connections, Inc., is currently preparing an Administrative Draft Environmental Impact Report (EIR) for consideration by the County. The County is interested in securing a qualified consultant to assist the County in reviewing all documents included in the EIR process for compliance with the requirements of the California Environmental Quality Act (CEQA) Statute and Guidelines prior to public release of the Draft EIR.

B. Who May Respond?

Firms capable of preparing and delivering CEQA compliant environmental review documents may respond to this RFP solicitation. Firms with demonstrated expertise and experience in preparation of CEQA related documents for solid waste landfill expansion projects are strongly preferred.

C. Tentative Schedule

Issuance of RFP	November 20, 2020
Deadline for Written Questions	December 8, 2020
Response to Questions:	December 18, 2020
Response Deadline	Jan. 15, 2021 5PM
Estimated Contract Award	March 2021

D. General Terms

1. Right to Reject

San Benito County reserves the right to reject all responses, or part or any submission, received in response to this RFP. A contract will be based on the factors described in this RFP.

2. Option to Add

At the discretion of San Benito County, environmental review services contracts may be amended to include additional bid optional items. The costs for the optional items will be part of this contract and agreed to by San Benito County and the Respondent.

3. Key Personnel

If selected by the County, senior personnel identified may not be removed from the project without prior written consent of the County. Sub-consultants must also meet all the requirements requested of the selected Respondent and be approved by the County.

4. Small and/or Minority-Owned Businesses (Disadvantaged Business Enterprise (DBE))

Efforts will be made by San Benito County to utilize small business and/or minority-owned businesses. A Respondent qualifies as a DBE if it meets the definition of “small/ minority-owned business” as established by the Small Business Administration (13 CFR 121.201).

II. Submittal Information and Instructions

A. Closing Submission Date

Responses must be submitted no later than 5:00 p.m. (PDT) Friday, January 15, 2021

to:

Resource Management Agency of San Benito County
2301 Technology Pkwy, Hollister, CA 95023
Attn: Celina Stotler, Integrated Waste Management Analyst

It is the sole responsibility of the Respondent to ensure that the package is received at or before the specified time. Submissions received after the deadline will be deemed non-responsive and returned unopened.

B. RFP Questions/ Inquires

Questions or inquiries concerning this RFP must be submitted in writing to Stan Ketchum sketchums@cosb.us (408-802-5800) by December 8, 2020. Responses to questions will be communicated to all known interested parties by December 18, 2020.

Respondents shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the Respondent.

C. Conditions of Response

All costs incurred in the preparation of a submittal responding to this RFP will be the responsibility of the Respondent and will not be reimbursed by San Benito County.

D. Submission Delivery Requirements

1. Delivery Requirements

All responses shall include three (3) sets of the response: One (1) original marked "Original" plus two (2) marked "Copies". An electronic copy shall be provided along with the hard copies. The electronic copy may be a DVD, CD-ROM or a portable storage device. A response shall include the following information:

- a. Respondent's technical qualifications, and the signed Certifications (Section V. Appendix A) are to be included in one sealed envelope labeled "Technical Proposal"; and in another separate, sealed envelope three (3) copies of the pricing information labeled as "Cost Proposal". Submission packages must be received by RMA on or before the time and date specified in Section I.-C.

2. Response Format

- a. Responses shall be printed on standard 8.5" by 11". Exhibits should be folded to that size if larger.
- b. RFP related documents should be bound together in one document excluding pricing information. Pricing information should be submitted in a separate sealed envelope as noted above. Promotional or brochure material and sample work should be placed in an appendix or bound separately. Sample work and studies should be clearly marked on one corner of the cover so that all documents can be kept together throughout the selection review process.

E. Submission Requirements

The submission is to incorporate all the provisions identified in this RFP. Respondent is to submit the requested information below in the following order:

- 1. Letter of Transmittal or Cover Sheet** signed and dated by an appropriate authority within the firm. The Transmittal will be date stamped by the County upon arrival. (See Section V Appendix regarding Certifications)

2. Table of Contents

- 3. Executive Summary:** An overview expressing your firm's interest in this RFP. Include an understanding of the County's objectives and the work to be done.

- 4. Information about the firm.** An outline of your firm's background, qualifications, and ability to perform the services required. Provide relevant information about the firm's capabilities, size, range of services and time in business. This also applies to the sub-consultants you propose to use (i.e., company size, location of office(s), size of staff, etc.).

- a. Provide a brief resume of your firm's background and expertise in administrating and supporting environmental review processes.
- b. Please provide up to two sample work products that was used to successfully complete similar projects. Provide contacts given for the municipal project manager and other references who may be contacted up to a maximum of five.

- 5. Qualifications of key personnel proposed for this contract.** This section should include a list of all key personnel and anticipated supporting personnel, including those of the sub-consultant who will be assigned to perform services pursuant to the contract. Brief resumes of the project manager, key personnel, and sub-consultants should be included that address their roles in past projects, and a synopsis of their experience relevant to those roles. This section should also include a description of their responsibilities under this Scope of Services.

- a. Designate a project manager with full authority to administer the contract and bind your firm to a contract with the County.

- b. List the firm's experience separately from any particular staff or sub-consultant's experience.
 - c. Identify the person who did the work when describing individual experiences for those professionals proposed for key roles in the project.
 - d. Please include an organization chart of your proposed team members.
- 6. Cost Information, including proposed not to exceed cost, a current schedule of hourly rates and charges, and your proposed method of compensation, for providing professional consulting services. This cost information should be submitted separately in a sealed envelope.
 - a. Indicate the hourly rate of the individuals involved, billing and expense reimbursement rates, and other optional items.
 - b. This information should be written so that it may be incorporated as an attachment to the Contract for Professional Services.
 - c. All costs must be detailed specifically in the cost section of the Response with total hours and costs shown by task and a grand total that reflects the not to exceed amount.
 - d. A current schedule for hourly rates and charges for sub- consultants shall be provided.
- 7. **Certifications.** The Respondent must sign and include, with its submittal a completed Certifications Document (see Section V Appendix A. Certifications).

F. Presentations

At the discretion of San Benito County, Respondents may be requested to make oral presentations as part of the evaluation process. Reasonable advance notice will be provided to selected Respondents. Not all Respondents submitting a response may be asked to participate in oral presentations.

G. Nonresponsive Submissions

Submissions may be judged nonresponsive and removed from further consideration if any of the following occur:

- 1. The submission is not received in a timely manner in accordance with the terms of this RFP.
- 2. The submission does not follow the specified format.
- 3. The submission does not include the Certifications.
- 4. The submission is not adequate to form a judgment by the reviewers that the proposed undertaking would comply with the State of California's requirements and regulations pertaining to environmental review services.

H. Notification of Award

1. It is expected that a decision about selection of the successful environmental review firms will be made within four (4) weeks of the closing date for the receipt of submissions.
2. Upon conclusion of final negotiations with the successful environmental review firms, all Respondents will be informed, in writing, of the name of the successful environmental review firm or team.

III. Response Evaluation Criteria

A. Evaluation Criteria

Evaluation of each submission will be scored on the following five (5) criteria: company experience, organizational details, staff qualifications, quality of response, and cost.

<u>Evaluation Criteria</u>	<u>Point Range</u>
Company Experience	
Prior experience providing services for similar jurisdictions	0 - 10
Prior experience preparing environmental documents for solid waste landfill expansions	0 - 25
Organizational Details Respondent's firm	
Adequate size of the firm	0-5
No conflicts of interest	0-5
Years in business	0-5
Minority-owned/small business/women's business	0-5
Qualifications of staff to be assigned to this Contract	
Technical expertise relevance of Respondent's Team	0-15
Quality of the Response to the RFP Requirements	
Conformance to the requirements of the RFP; Convenient, organized, and logical response	0-10
Cost	0-20
<i>Total Points:</i>	<i>0 – 100</i>

B. Review Process

In compliance with Uniform Guidance 2 CFR Part 200.319 – Competition, San Benito County shall conduct this procurement in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. San Benito County may, at its discretion, request presentations by or meetings with any or all Respondents to clarify or negotiate modifications to the Respondents' submissions. However, San Benito County reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Respondent can propose.

IV. Scope of Services

The scope of services section shall refer to the selected qualified firms as Consultant.

A. Project Background

The proposed project is an approximately 388-acre expansion to north, east, and west of the existing, approximately 95-acre, John Smith Road Landfill in San Benito County. The John Smith Road Landfill is owned by San Benito County and operated by Waste Connections, Inc (WCI).

The major elements of the proposed landfill expansion project are:

1. Increase the landfill facility area from approximately 95 acres to 483 acres;
2. Increase the waste footprint from 58 acres to 253 acres, with the remaining acreage used for roads, soil stockpiles, stormwater detention basins, and open space;
3. Increase the landfill's gross airspace capacity from approximately 9.35 million cubic yards to 58.0 million cubic yards;
4. Increase the maximum permitted elevation of the final landfill from the current permitted elevation of 920 feet MSL to 949 feet above mean sea level (MSL), a 29-foot increase;
5. Increase the maximum permitted daily tonnage accepted at the JRSL from 1,000 tons/day to 2,000 tons/day. The tonnage related to recyclables and materials for beneficial re-use is currently not included in this total. Current vehicle daily permit limit is 600 vehicles per day.
6. The anticipated site life of the project would be expected to range between 75 and 100 years.
7. To accommodate these changes, several operational changes are also being proposed. These include expanding the landfill entrance area, establishing an area for the future installation of a gas-to-energy facility, and clean closing the current Class I area owned by the City of Hollister and converting it to a disposal area for Class III waste. In addition, as required by State and Federal standards, the existing groundwater, surface-water, landfill-gas monitoring, and leachate collection and recovery systems would be expanded incrementally into the expansion area. Additionally, diversion of materials to meet AB 939, SB 1383 and other diversion mandates will be considered. Additional space for HHW facility is needed.
8. The proposed project also includes a General Plan amendment to change the 388.05-acre expansion property's land use designations of Rangeland (RG) and Agriculture (A) to Public/Quasi-Public (PQP) to be consistent with the existing JSRL's land use designations and to accommodate the proposed waste disposal activities. The PQP land use designation allows, among other uses, landfills, recycling, and resource recovery facilities.

B. Environmental Review Services Required

The expansion project is being proposed by WCI and the environmental review documents required under the California Environmental Quality Act (CEQA) are being prepared by Douglas Environmental, Inc., hired by WCI. The San Benito County Resources Management Agency will serve as the lead agency under CEQA. The Second Amendment to the Landfill Operating Agreement provides detail regarding CEQA.

Work Scope and Tasks

The selected Consultant will provide independent review and recommendations, on behalf of the County, of the environmental documents being prepared by WCI's environmental consultants. The selected Consultant shall have the capability and expertise to review assumptions, conclusions, findings of significance, and proposed mitigations made in technical studies prepared by WCI's environmental consultants and comment on their adequacy. Expertise, independent review and recommendations, and experience in analysis of environmental issues associated with solid waste landfill expansion projects is a necessity.

Task 1 – Initial Scoping

The Consultant shall review comments received in response to the Notice of Preparation (NOP) and prepare a summary spreadsheet of responders, including pertinent comments and studies requested. These requirements will be compared with information received from WCI's environmental consultant regarding the Administrative Draft EIR to be prepared and the studies to be performed and note any deficiencies and provide recommendations.

Task 2 – Review Technical Studies

The Consultant shall perform detailed reviews of various technical studies. The Consultant shall review and comment on the scope and methodology of the technical studies. These studies are anticipated to include, but not be limited to, the following:

- Transportation and traffic (including adequacy of pavement and pavement impacts)
- Noise
- Air Quality/Odor/ Climate Change (greenhouse gas)
- Health Risk Analysis
- Hydrology and Water Quality (groundwater and stormwater)
- Soils and Geology
- Biological resources

- Cultural resources
- Aesthetics

A summary memo shall be prepared for each technical study detailing key assumptions, opinions, adequacy, and recommendations including significance findings and mitigations.

Task 3 – Review Administrative Draft EIR

The Consultant shall review the Administrative Draft EIR for thoroughness and completeness and provide comments and recommendations to the County. This shall include all aspects of the report including the project description, environmental sections, findings of significance, mitigations, alternatives, cumulative impacts, significant and unavoidable impacts, and significant and irreversible environmental changes. The Consultant shall, in conjunction with the County, confer with WCI and their environmental consultants to discuss the comments.

Task 4 – Review Draft EIR

The Consultant shall review the Draft EIR to confirm that comments made on the Administrative Draft EIR have been incorporated. The review will be in the form of a word file in revision/track-changes mode. The decision to circulate the Draft EIR and the form of the Draft EIR to circulate are reserved by law to the County. The Consultant shall make a recommendation to the County on the adequacy of the Draft EIR for circulation.

Task 5 – Review Final EIR

WCI's environmental consultant shall prepare an administrative draft of responses to the Draft EIR. The Consultant shall review the responses to comments and the Final EIR and prepare a word file in revision/track-changes mode providing recommended revisions and comments. The Consultant shall, in conjunction with the County, confer with WCI to discuss the comments.

Task 6 – Meetings and Public Hearings

Throughout the EIR process, the Consultant shall be available to meet periodically with the County and WCI's environmental consultants. The Consultant shall also attend the public hearings. It is currently assumed that up to 10 meetings and 2 public hearings will be required.

C. Deliverables

Deliverables will include reports, memos, summary spreadsheets, meeting notes, conversation records, and Word documents in track-change mode.

Task Orders

Consultants are to provide the following for the RMA to generate a Task Order to

begin work.

- A detailed project understanding and an overall approach to the project to fulfill County's need as expressed in Section IV Scope of Services. This should demonstrate Consultant understanding of the key elements of the project and issues confronting the County. Describe an overall approach to the project work program for accomplishing the project objectives and specific techniques to be used.
- A detailed list of project deliverables shall be provided. The scope of services provided shall also include semi-regular meetings with RMA staff, telephone and conference calls, field inspections, hearings, and workshops if necessary and documentation and copies that may be necessary.
- The schedule for key milestones in the EIR process will be established by the RMA. The Consultant schedule will generally be dependent on the receipt of documents prepared by WCI and their environmental consultants. Provide an approximate tentative schedule (shown in weeks, months, and years), illustrating each task, milestone, and critical data. Specifically address the scope of work. The response shall indicate a logical breakdown of the project and indicate all milestones and the critical paths necessary to achieve each milestone. The descriptions shall be in sufficient detail to allow for evaluation. The methodology should also set forth how the project will be managed.
 - Amount of time and staff to be expended for each phase of the project.
 - A description and percentage of work to be performed by sub-consultants.
 - Include potential issues or challenges which may arise, based on the Respondent/sub-consultant's work and experience with other agencies.
- A project budget shall be provided in a table or other format that clearly shows a breakdown by task a product and address other items or considerations that you feel are warranted. The hourly rates used to determine this budget shall be the rates agreed upon in the contract.
 - Indicate the hourly rate of the individuals involved, number of hours for each component, task or production, billing and expense reimbursement rates, and other optional items.

D. Costs

The total project cost shall be presented as a not to exceed amount. All costs must be detailed specifically in the cost summary as noted before with a breakout of hours and costs by task per the scope of work.

E. Performance

The Consultant is required to perform the consulting services in accordance with the standards and regulations put forth by CEQA and CEQA Regulations and to the satisfaction of the RMA.

F. Term of Contract

The Contract term will be for three (3) years unless terminated by either party. The Contract may be amended for a longer term if agreed upon by both parties.

G. Payment Terms

Consultant shall invoice the County progress payment amounts based on the not to exceed task (deliverable) amounts defined in the scope of services and budget provided in the Task Order for the specific project.

V. Appendix

A. Certifications

On behalf of the Respondent:

1. The individual signing certifies that he/she is authorized to contract on behalf of the Respondent.
2. The individual signing certifies that the Respondent is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Respondent.
3. The individual signing certifies that the prices in this response have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
4. The individual signing certifies that the prices quoted in this submission have not been knowingly disclosed by the Respondent prior to an award to any other Respondent or potential Respondent.
5. The individual signing certifies that there has been no attempt by the Respondent to discourage any potential Respondent from submitting a response.
6. The individual signing certifies that the Respondent is a properly licensed certified consulting firm.
7. The individual signing certifies that the Respondent meets the minimum qualifications to perform the scope of services described in this RFP.
8. The individual signing certifies that he/she has read and understands all the information in this Request for Proposal.
9. The individual signing certifies that the Respondent, and any individuals to be assigned to the contract, does not have a record of substandard work.

Dated this _____ day of _____, 20____.

(Respondent's Firm Name)

(Signature of Respondent's Representative)

(Printed Name and Title of Individual Signing)

B. Sample County Standard Contract, and Attachment A, B and C

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

(a) Comprehensive general liability insurance: _____ \$1,000,000

(b) Professional liability insurance: _____ \$1,000,000

(c) Comprehensive motor vehicle liability insurance: _____
\$250,000/\$500,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

7. Specific Terms and Conditions (check one)

☐ There are no additional provisions to this contract.

☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

- [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

CONTRACTOR: Name: _____

Title: _____

Address: _____

Telephone No.: _____

Fax No.: _____

Contract Administrator for

Name: _

Title: _

Address: _

Telephone No.: _

Fax No.: _

SIGNATURES

APPROVED BY COUNTY:
CONTRACTOR:

APPROVED BY

Name: _____

Title: _____

Date: _____

Name:

Title: _

Date: _

APPROVED AS TO LEGAL FORM:

San Benito County Counsel

By: _____

Date: _____

ATTACHMENT A
Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$

, or
- ☐ a total sum not to exceed \$

,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☐ The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B