**COUNTY OF ALAMEDA**

REQUEST FOR PROPOSAL No. 902356

**for**

Abandoned Waste and Abatement Services

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| --- |
| **For complete information regarding this project, see** **Request for Proposal (RFP) posted at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) **[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**] or contact the County representative listed below.** **Thank you for your interest!****Contact Person: Jacqueline Favela****Phone Number: (510) 208-9612****Email Address:** **Jacqueline.Favela2@acgov.org****General Services Agency (GSA) – Procurement** |

**RESPONSE DUE**

by

**2:00 p.m.**

on

**November 20, 2023**

through

**Alameda County, GSA-Procurement**

[**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)

<https://ezsourcing.acgov.org/>

Alameda County is committed to reducing environmental impacts across our entire supply chain. Please print only what you need, print double-sided, and use recycled-content paper if printing this document.

# CALENDAR OF EVENTS

REQUEST FOR PROPOSAL No. 902356

Abandoned Waste and Abatement Services

|  |  |
| --- | --- |
| **EVENT** | **DATE/LOCATION** |
| **Request Issued** | **October 6, 2023**  |
| **Networking/Bidders Conference No. 1** | **October 24, 2023** ***TO ATTEND ONLINE*:** **Join on your computer, mobile app or room device** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_MWMzN2JlMmMtNzEzYS00MjQ1LWFmODgtYWQyM2Q0OWFhZTUy%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%221e31baad-1bae-45b2-8b1f-126565726561%22%7d) Meeting ID: 219 591 465 40 Passcode: EeXxHT [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)**Or call in (audio only)** +1 415-915-3950,,142232720#   United States, San Francisco Phone Conference ID: 142 232 720#  |
| **Written Questions Due via Email:****Jacqueline.favela2@acgov.org** | **October 25, 2023 by 5:00 p.m.** |
| **List of Attendees** | **October 26, 2023**  |
| **Questions & Answers Issued** | **November 8, 2023**  |
| **Addendum Issued** [only if necessary to amend RFP] | **November 8, 2023**  |
| **Response Due and Submitted through** [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/) | **November 20, 2023 by 2:00 p.m.**  |
| **Evaluation Period** | **November 20, 2023 – December 28, 2023**  |
| **Optional Vendor Interviews** | **Week of December 18, 2023** |
| **Notice of Intent to Award Issued** | **December 26, 2023** |
| **Board Consideration Award Date** | **January 23, 2024**  |
| **Contract Start Date** | **February 1, 2024** |

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

|  |
| --- |
| ***Alameda County Vendor Outreach***  |
| Wednesday, October 11, 2023 10:30 a.m. – 11:30 a.m.***TO ATTEND ONLINE:***[**Vendor Outreach**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d)Call-in: +1 415-915-3950Conference ID: 504 517 635# | ***COME MEET ALAMEDA COUNTY’S*** ***PROCUREMENT TEAM!***This public event is not specific to any RFP, where vendors can speak with GSA professionals, get to know them, and learn more about contracting opportunities with the County. These are usually conducted on Wednesdays. Dates and locations can be confirmed by checking at[**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>] |

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL No. 902356

SPECIFICATIONS, TERMS & CONDITIONS

for

Abandoned Waste and Abatement Services

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# STATEMENT OF WORK

## INTENT

It is the intent of these specifications, terms, and conditions to describe abandoned waste and abatement services being requested by the County.

The Alameda County Public Works Agency and General Services Agency (“County”) is soliciting proposals from qualified business entities (“Contractors”) to provide illegal dumping and homeless encampment cleanup services, as described in this Request for Proposals (“RFP”). Selected Bidder(s) will be expected to be able to provide turnkey homeless encampment site cleanup services, as well as the removal of large items, potentially biohazardous material, and other illegally dumped and encampment waste materials, in order to restore the work site(s) to a safe and clean condition, as more fully detailed in the Scope of Services section of this RFP (“Services”).

The County intends to award a three-year contract (with the option to renew for two (2) successive, one (1) year renewals) to a pool of up to three Bidders selected as the most responsible Bidders whose response conforms to the RFP and meets the County’s requirements.

## SCOPE

The Alameda County Public Works Agency and General Services Agency – Building Maintenance Department (“County”) is soliciting proposals from qualified business entities (“Contractors”) to provide illegal dumping and homeless encampment cleanup services, as described in this Request for Proposals (“RFP”). Selected Bidder(s) will be expected to be able to provide turnkey homeless encampment site cleanup services, as well as the removal of large items, potentially biohazardous material, and other illegally dumped and encampment waste materials, in order to restore the work site(s) to a safe and clean condition, as more fully detailed in the Scope of Services section of this RFP (“Services”).

The County is soliciting proposals from potential Contractor(s) who shall provide cleanup and removal services of trash/litter, debris, and other abandoned waste items throughout the Alameda County Flood Control & Water Conservation District in Alameda County and within Unincorporated Alameda County.

Contractors will use the Encampment Abatement Guidelines listed on Exhibit B developed by the County to implement tactics necessary to accomplish abandoned waste abatement.

## BACKGROUND

The Alameda County Flood Control & Water Conservation District (District) provides flood protection for Western Alameda County residents and businesses. Their mission is to support the public safety, health, and welfare of Western Alameda County’s communities.

The district plans, designs, constructs, and maintains flood control systems such as natural creeks, channels, levees, pump stations, dams, and reservoirs. They also care for the natural environment through public outreach and enforcement of pollution control regulations governing our waterways.

The district is divided into four departments that each serve a unique function: Engineering, Maintenance and Operations, Construction and Development, and Management Services.

The district collaborates with many partners and agencies on a wide variety of projects with mutual benefits.

Projects often involve complex and difficult decisions that may overlap with larger local or regional issues. Through these partnerships, the best possible solutions to the County’s flooding issues are derived.

The County’s maintenance and operations (M&O) department plays a key role in building a sustainable future. They inspect and maintain more than 500 miles of conduit, channels and natural creeks. They clear excess vegetation, sediment and debris from watercourses. They also maintain 22 pump stations and 3,700 tide gates.

Many people confuse the District with the County. Although these agencies frequently overlap, they are actually two separate legal entities, however the District relies on Alameda County Public Works Agency staff to carry out its mission,

The Alameda County Public Works Agency (ACPWA) is responsible for the management and operations of infrastructure including streets, bridges and flood control facilities, such as pump stations and stormwater conveyance infrastructure. ACPWA manages the planning, design, construction and maintenance of these facilities. Additionally, the Agency facilitates private development through the review and issuance of permits and inspection of private developments.

The ACPWA maintains many infrastructure assets, including but not limited to:

* Almost 561 miles of flood control creeks, channels, and culverts
* Over 20,000 road signs
* 19,000 streetlights
* 93 traffic signals
* 473 centerline miles of County streets and roads
* 24 pump stations

The General Services Agency (GSA) provides maintenance, operation, and support services for over 121 Alameda County-owned facilities. Examples of these facilities include offices, courts, detention facilities, veterans’ buildings, clinic buildings, firing ranges, parking structures, training facilities, and fuel storage tanks. GSA provides maintenance and clean-up to various County-owned facilities. As part of the clean-up needs, GSA requires as-needed homeless encampment site cleanup services for various County-owned buildings.

## BIDDER QUALIFICATIONS

* + 1. BIDDER Minimum Qualifications
1. Bidder must be regularly and continuously engaged in the business of providing routine and on-call trash and abandoned waste cleanup and removal services for at least five (5) years, which must be clearly stated or demonstrated in the bid response.
2. Bidder must be a certified environmental services provider for the State of California. Proof must be submitted with bid submittal response.
3. Bidder shall have hazardous material transportation license and be able to provide proof upon request. Proof must be submitted with bid submittal response.
4. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

## SPECIFIC REQUIREMENTS

* + 1. Contractor must follow the ACPWA Encampment Abatement Guidelines (see Exhibit B of this RFP).
		2. As directed by the County on a non-exclusive, on-demand, as-needed basis, Contractor must:
			1. Provide turnkey homeless encampment site cleanup services.
			2. Collect, remove, and dispose of large items and other illegally dumped waste materials.
			3. Possibly clean and remove any hazardous materials.
			4. Clean and remove any biohazardous materials.
			5. Survey potential work sites as requested by the County.
			6. Dismantle temporary structures.
			7. Contractor must ensure that worksite(s) are restored to safe and clean conditions.
		3. Contractor must ensure that all disposals required for the performance of the Services must be done lawfully, at sites permitted to accept such materials.
		4. Contractor must coordinate with County staff to abate trash, litter, debris, and other abandoned waste items illegally dumped and/or generated by homeless encampments.
		5. Contractor must perform non-routine on-land and in-stream/creek channel/shoreline pickups; abandoned waste and illegal dumpsite response and abatement; municipal maintenance trash removal activities; and provide monitoring services on request for frequented locations.
		6. The Contractor must ensure that all Services are performed in full compliance with any and all applicable federal, state, and local laws.
		7. The Contractor must also ensure that the Services are performed in conformance with direction given by County staff, including any policies or rules that the County may have or adopt that apply to the Services herein.
		8. Contractor must complete all specific jobs or tasks within the agreed-upon schedule and within the limits provided by the executed contract, or as otherwise directed by County staff.
		9. County Representative – Primary Point of Contact: County will designate an individual who will be responsible for management of the contract for the County. This individual will provide reasonable assistance to Contractor, including but not limited to the scheduling of jobs, interpretation of policy and procedural requirements, and coordination with outside agencies and County staff. However, under no circumstances shall the assistance of the lead contact for the County, or the assistance of any other County staff, limit Contractor’s obligations to perform the Services.
		10. Contractor Representative - A designated individual will be responsible for management of the contract for the selected Contractor, with specific contact information to be listed in the final Master Services Agreement. This individual will be responsible for all communication to the County Representative from the Contractor and be available to receive new job requests, provide updates on job progress, communicate ongoing issues, and billing.
		11. Site Conditions: Contractor must be equipped to provide Services at sites with varying conditions, which could contain but may not be limited to a variety of hazardous and/or large materials, including biohazardous materials, garbage, general debris, human waste, constructed temporary shelters, and other items associated with homeless occupancy and/or illegally dumped material.
		12. Site Locations: Sites will be identified individually. The County will make an effort, when possible, to cluster several sites. Sites may include, but shall not be limited to:
			1. areas under structures (e.g., bridges);
			2. forested open areas;
			3. vegetated ground cover;
			4. County rights-of-way;
			5. abandoned structures (e.g., houses, sheds, outbuildings);
			6. scrap material dumping grounds; and/or
			7. tent built shelters or other types of primitive structures and locations.
			8. Certain sites may occasionally require confined space cleanup and Contractor must be equipped to provide confined space entry services in those types of locations. Please see Exhibit C of this RFP for Abandoned Waste Monitoring Locations.
		13. Vegetation Disturbance; Land Alteration: Service activities within certain areas, including but not limited to unincorporated rural and residential locations and flood control facilities, may be subject to a variety of specific federal, state, or local laws and regulations. If removal of any vegetation or alteration of land are determined to be necessary for performance of the Services, the Contractor shall request and receive specific approval from the County before engaging in those types of activities and ensure that all Services are performed in full compliance with any and all applicable federal, state, and local laws.
		14. Site Accessibility: Encampment or other work sites may be difficult to access with conventional vehicles. Contractor must be equipped to take measures necessary for the proper clean-up of sites that may present accessibility challenges. Job sites can be in heavy foliage, steep embankments, next to train tracks, by creeks, and other areas requiring alertness to the environment and pre-planning to prevent injury or illness. Further, for Services within or near County right-of-way, Contractor shall ensure all Services are performed in a manner that protects the safety and security of the public and all infrastructure, which measures may include but shall not be limited to coordinating traffic control and whatever else may be reasonably necessary to protect employees, passersby and infrastructure that could be damaged.
		15. Inclement Weather: Services may need to be performed during inclement weather. Contractor will perform a hazard assessment and provide all training and supplies necessary for the performance of Services in all types of challenging weather conditions.
		16. Occupants: If a site is occupied, Contractor will immediately notify the County Representative as specified in the Master Services Agreement, who will contact the appropriate party responsible for securing the area. The Contractor’s clean-up crews should avoid cleaning the site if it is actively occupied and wait for further direction from appropriate County staff.
		17. Weapons and other Contraband: Occasionally an undiscovered cache of weapons and/or contraband may be found. If firearms or other dangerous weapons are located and determined to be a threat to the safety of those on scene, the Contractor will stop work immediately and contact the County Representative who will in turn contact the appropriate party responsible for matters of this nature. Contractor will wait to receive a notification to proceed from the County. All crime or potential crime scenes must be reported to County so that the proper authorities can be notified.
		18. Holidays: The County observes the following holidays; New Year’s Day, Martin Luther King Day, Washington’s Birthday, Lincoln’s Birthday, Memorial Day, Juneteenth, 4th of July, Labor Day, Veterans Day, Thanksgiving Day and following day and Christmas Day. The selected Contractor will not be expected to perform work duties on observed holidays.
		19. Contractor shall supply all labor, material, tools, protective clothing and gear, and equipment that is required or needed to perform the Services to handle, remove, transport, and dispose of the waste materials and leave a clean site.
		20. The County will contact the Contractor on an as-needed basis to coordinate cleanup of encampment sites and receive specific direction from County staff. Services shall not begin before Contractor receives authorization from County contact to commence clean-up, and all Services shall be performed as directed by County staff. Contractor is to immediately contact County staff if the Contractor has any questions or concerns about how the Services are to be performed.
		21. Contractor shall provide all supervision and management of crews and sub- contractors and ensure all necessary safety procedures are followed.
		22. Contractor shall take before cleanup and after cleanup photographs of all project sites and adequately document overall site conditions throughout the encampment. Proper documentation will require photographs from multiple angles. The Contractor will work with the County Representative prior to start of cleanup to get direction as to specific expectations for photographs and site documentation.
		23. Contractor shall notify the County when the work is complete and provide a cleanup report for each site, including total weight and volume of debris removed expressed in pounds and cubic yards, respectively.
		24. Should the Contractor discover an additional illegal dump or encampment near a cleanup site, they will notify the County Representative.
		25. Contractor shall follow best management practices to safely manage any hazardous and/or biohazardous materials found on the jobsite, including urine, feces, personal hygiene items, syringes, and other materials.
		26. Contractor shall perform work in a timely and efficient manner and in a courteous and business-like manner at all times.
		27. Contractor is to contact the County Representative if something will interfere with completion of scheduled camp clean ups. This should be a rare occurrence. Continual shifts in the schedule may lead to termination of the Master Services Agreement.
		28. Contractor will obtain any required permits related to working within or around drainage ways and or rights-of-way as it pertains to any Services performed under this Agreement. It is ultimately Contractor’s responsibility to be aware of any regulations or mitigation measures that must be followed in regards to permitting requirements, including but not limited to, any permits required by Army Corp of Engineers, State of California, and/or Alameda County Flood Control District.
		29. Safety and Training
			1. Safety and appropriate training/licensing are critical requirements for the selected Contractor and shall be submitted upon request.
			2. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.
			3. Contractor and employees shall comply with all Occupational Safety and Health Administration (OSHA) standards, licensing requirements and regulations, and orders mandated by State of California.
			4. Contractor and employees shall be trained to operate any heavy equipment required to complete the large item or debris clean-up work, including trash compactors, bulldozers, graders or other earth moving equipment.
			5. Contractor shall provide all safety equipment, materials, and supplies required to complete cleanups in a safe manner. Contractor will provide all employees with appropriate safety training and apparel. This apparel shall include but not be limited to hardhats, safety glasses, vests, gloves, and leather (or adequately puncture resistant) boots.
			6. Contractor shall provide copies of all training records and licenses, upon request.
			7. Contractor, at no expense to the County, shall be responsible for providing its employees all necessary safety equipment and clothing required for handling and transporting hazardous waste.
			8. Contractor shall provide its personnel with training which shall consist of waste handling and transportation at various hazard levels and includes, but is not limited to, the following:
				1. Level A: Defined as when a hazardous substance has been identified and requires a high level of protection for skin, eyes, and respiratory system based on either the measured (or potential for) high concentration of atmospheric vapors, gases, or particulates; or a Cleanup Site operation and work function involving a high potential for splash, immersion, or exposure to unexpected vapors, gases, or particulates of materials that are harmful to skin or capable of being absorbed through the skin;
				2. Level B: Defined as when a type and atmospheric concentration of substances have been identified and require a high level of respiratory protection, but less skin protection;
				3. Level C: Defined as when atmospheric contaminants, liquid splashes, or other direct contact will not adversely affect or be absorbed through any exposed skin; and
				4. Level D: Defined as when the atmosphere contains no known hazard and work functions preclude splashes, immersion, or the potential for unexpected inhalation of or contact with hazardous levels of any chemicals.
			9. Contractor’s drivers shall be properly trained and licensed for hauling hazardous waste under State, Federal, and local regulations. Drivers shall have a current and valid California license with appropriate endorsements in their possession at all times when operating a transport vehicle.
			10. Contractor shall certify that all work will be conducted in a safe and professional manner, and in strict compliance with all local, State, and Federal safety regulations.
			11. All hazardous materials shall be disposed of within 45 calendar days of pick-up and the County shall be provided with manifests received from the disposal site verifying such disposal before payment for disposal will be authorized.
			12. Contractor shall provide a telephone number where they can be contacted on a 24-hour 7 day a week basis.
			13. Contractor shall take action at the Cleanup Site to contain the spill and categorize the spilled material if this has not already been performed by the County. Spilled materials shall then be packaged, manifested, and transported from the spill site to a secure site or, if deemed hazardous by the Contractor, to a hazardous disposal site as required by Federal, State, and local regulations.
			14. Contractor shall obtain all required permits (including any Extremely Hazardous Substances permit not already applied for and/or obtained by the County) and service notices, arrange for inspections, and pay all fees and deposits. Work shall strictly comply with all applicable laws, rules, regulations, and ordinances.
		30. Manifests, Labels and Placards

Contractor shall supply and prepare the California Uniform Hazardous Waste Manifest when waste is ready for pick-up. All appropriate labels and placards and any other forms and/or documents that may be required shall be prepared for transport and disposal of waste.

Manifests, labels, placards, or other forms which have been incorrectly or insufficiently completed shall be corrected by the Contractor before the waste is removed from the facility. This should include verifying the number and types of containers, as well as Department of Transportation shipping name and other description.

Contractor shall assist the County in completing any forms that are required for County’s internal record keeping purposes.

Contractor shall ensure that all waste is properly identified and signed out by an authorized County representative(s).

* + 1. Contractor shall have all required permits and licenses to perform services in the State of California.

## DELIVERABLES / REPORTS

* + 1. Contractor shall provide individual reports of cleanup efforts within one week of job completion. Individual reports shall including cubic yards of material removed; labor, equipment, HazMat, and storage and disposal costs; before and after digital images; and public encounters with local entities, municipalities, agencies, residents, unsheltered, etc.
		2. Contractor shall provide quarterly monitoring reports on frequented locations where waste dumping activity throughout Flood Control facilities occurs. A list of frequented locations is provided as Exhibit B.
		3. Contractor shall provide quarterly reports that include the number of sites abated, amount of material removed and/or stored and cost, displayed per project and as a whole. Total cost from previous quarters shall also be reported individually and in combination with the current quarter.
		4. Contractor shall provide a list of anticipated staff and equipment needed to perform the services including job title and discipline, as appropriate. Indicate the qualification, training, and experience of each team member.
		5. Contractor shall provide a plan of action for complex projects that are defined as any project that involves law enforcement presence throughout the duration of the project, animal control, and heavy equipment operations.

## BIDDERS CONFERENCE(S)/VENDOR OUTREACH

* + 1. The Bidders Conference(s) held on the date(s) specified in the Calendar of Events will have online conference capabilities for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) at:

**Join on your computer, mobile app or room device**

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_MWMzN2JlMmMtNzEzYS00MjQ1LWFmODgtYWQyM2Q0OWFhZTUy%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%221e31baad-1bae-45b2-8b1f-126565726561%22%7d)

Meeting ID: 219 591 465 40
Passcode: EeXxHT

[Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Or call in (audio only)**

+1 415-915-3950,,142232720#

United States, San Francisco

Phone Conference ID: 142 232 720#

* + 1. Vendor Outreach is usually conducted on Wednesdays at [**Vendor Outreach Link**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_ZTcwODZiMDctYzdmNi00ZTgxLWJhOTUtMjAyZTRkMWQxMTg4%40thread.v2/0?context=%7b%22Tid%22%3a%2232fdff2c-f86e-4ba3-a47d-6a44a7f45a64%22%2c%22Oid%22%3a%22338906a1-74a0-4066-b6d5-051f1847307a%22%7d) (Call-in: +1 415-915-3950; Conference ID: 504 517 635#). Dates and locations can be confirmed by checking at: [**Upcoming Events**](https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/) [<https://gsa.acgov.org/do-business-with-us/upcoming-contracting-events/>].
		2. Information regarding the RFP will be presented during the conference(s). To get the best experience, the County recommends that Bidders who participate remotely use equipment with audio output such as speakers, headsets, or a telephone.
		3. Bidders Conference(s) will be held to:
			1. 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.
			2. Provide an opportunity for Bidders to request clarification on this RFP and ask specific questions about the project, goods, and services.
			3. Provide the County with an opportunity to receive feedback related to this RFP.
		4. The Bidders Conference(s) Attendees List will be released in a separate document.
		5. Written questions submitted via email by the stated deadline will be addressed in a posted RFP Questions and Answers (Q&A) following the Bidders Conference(s). Should there be a need to amend or revise the RFP, an Addendum will be issued. Any verbal statements, including at any Bidders Conference(s) are not binding. Only the written documents will be binding.
		6. Questions regarding these specifications, terms, and conditions are to be submitted in writing via email by 5:00 p.m. on the date specified in the Calendar of Events to:

Jacqueline Favela, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

Email: Jacqueline.favela2@acgov.org

* + 1. Attendance at the Bidders Conference(s) and Vendor Outreach are highly recommended but are not mandatory to further facilitate subcontracting relationships. Vendors who attend the Bidders Conference(s) will be added to the Vendor Bid List.

# COUNTY PROCEDURES, TERMS, AND CONDITIONS

## EVALUATION CRITERIA / SELECTION COMMITTEE

1. **Initial Evaluation (Completeness of Response and Debarment and Suspension).** All proposals will first be reviewed to determine if they pass the initial Evaluation Criteria (Section A), which are determined on a pass/fail basis.
2. **Evaluation by County Selection Committee.** All proposals that have passed the initial Evaluation Criteria will be evaluated by a County Selection Committee (CSC).  The CSC may be composed of County staff and other parties that may have expertise or experience related to the goods or services that are being procured. The CSC will score the proposals according to the Evaluation Criteria set forth in this RFP.  Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals will be within the sole judgment and discretion of the CSC.
3. **Unrealistic Bids.** 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 may be deemed reflective of an inherent lack of technical knowledge or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.
4. **Price Discrepancy.** In the case of a discrepancy between the unit price and an extension, the unit price will be used for evaluation purposes.
5. **Evaluation Criteria Descriptions.** The items listed in the Evaluation Criteria should be considered as minimum requirements. All information contained in a proposal and presented in vendor interviews (if there are interviews) will be considered during the evaluation process and included in scoring within the appropriate Evaluation Criteria.
6. **Evaluation Scores.**  Proposals will be evaluated and scored on the zero to five-point scale within each Evaluation Criteria below. Scores for all Evaluation Criteria (see the section below) will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a higher-weighted total will be deemed of higher quality than a proposal with a lesser-weighted total.
7. **Shortlist Process:** The evaluation process may include a two-stage approach including a preliminary evaluation of the written proposal and preliminary scoring to develop a shortlist of Bidders that will continue to the final stage of optional vendor interview, and reference checks. The preliminary scoring will be based on the total points, excluding any points allocated to references, and optional vendor interview. The 5 Bidders receiving the highest preliminary scores and with at least 200 points may advance to the next evaluation phase. All other Bidders will be deemed eliminated from the process. All Bidders will be notified of the shortlist participants; however, the preliminary scores at that time will not be communicated to Bidders.
8. **Reference Checks.** The County reserves the right to conduct reference check(s) on all Bidders who submitted a bid proposal. The CSC will then score the reference check(s), as identified in the Evaluation Criteria below, which will then be included in the final score.
9. **Optional Vendor Interviews.** The County may in its sole discretion, conduct vendor interviews. Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidders’ proposal. Whether or not a shortlist process is used, the score of any evaluation criterion below may be revised or informed based on the vendor interview.
10. **Final Score**. The final maximum score for any procurement is 550 points, including the possible 50 points for local and small, local and emerging, or local preference points (maximum 10% of the final score; derived from 5% for *local* preference and 5% for either *Small and Local* or *Emerging and Local* preference). Proposals will be ranked by their final scores.
	1. *Without Vendor Interview*. In procurements where there are no vendor interviews, the score received by the evaluation of the written proposal with the reference score added will be the final score.
	2. *With Vendor Interview.* In procurements where there are vendor interviews, the CSC will consider the interview and may adjust the scores received by the evaluation of the written proposal which, with the reference scores added, will be the final score.
11. **Contact During Evaluation Process.** All contact during the evaluation phase must be through the GSA-Procurement department only. Bidders must neither contact nor lobby CSC during the evaluation process. Attempts by Bidders to contact and/or influence members of the CSC may result in disqualification of Bidders.
12. **Determining Award.** As a result of this RFP, the County intends to award a contract to the highest-ranked responsible Bidder(s) as determined by the combined weight of the Evaluation Criteria, whose response conforms to the RFP and whose bid presents the greatest value to the County considering all Evaluation Criteria. The combined weight of the Evaluation Criteria is greater in importance than the cost in determining the best value to the County. The County may award a contract of higher qualitative competence over the lowest priced response.
13. 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 the disqualification of the 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 and likely to achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by CSC members.  |
| 4 | Above Average / Good | Better than that which is average or expected as the norm. Excellent probability of success in achieving all objectives of the RFP requirements and expectations. |
| 5 | Excellent / Exceptional | Exceeds expectations, is very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications. |

1. The Evaluation Criteria and their respective weights are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** | **Weight** |
|  | **Completeness of Response:**Responses to this RFP must be complete. Responses must address all the requirements identified within this RFP and all related documents, including any Addenda. Failure to meet the Bidder Minimum Qualifications may also be considered an incomplete response and may result in the disqualification of the Bidder. | Pass/Fail |
|  | **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](http://www.sam.gov/SAM). | Pass/Fail |
|  | **Cost:**The points for Cost will be computed by dividing the amount of the lowest responsive and responsible bid received by each Bidder’s total proposed cost.Cost evaluation points may be adjusted by considering:1. Reasonableness (i.e., how well does the proposed pricing accurately reflect the Bidder’s effort to meet requirements and objectives?).
2. Realism (i.e., is the proposed cost appropriate to the nature of the products and/or services to be provided?).
 | 15 Points |
|  | **Description of Proposed Services:**Proposals will be evaluated considering the RFP specifications and the questions below:1. Does the description of proposed services depict a logical approach to fulfilling the requirements of the RFP?
2. Does the description of proposed services match and contribute to achieving the objectives set out in the RFP?
3. Does the description of proposed services interface with the County’s schedule?
 | 22 Points |
|  | **Relevant Experience:**Proposals will be evaluated, including considering the RFP specifications and the questions below:1. How much experience does the Bidder have with similar projects?
2. Do the individuals assigned to the project have experience on similar projects?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?
 | 23 Points |
|  | **References (See Exhibit A – Bid Response Packet)**  | 15 Points |
|  | **Understanding of the Project:**Proposals will be evaluated considering the RFP specifications and the questions below:1. How well has the Bidder demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Bidder identified pertinent issues and potential problems related to the project?
3. How well has the Bidder demonstrated that it understands the deliverables the County expects it to provide?
4. How well has the Bidder demonstrated that it understands the County’s schedule and can meet it?
 | 25 Points |
|  | **Vendor Interview** Should the County opt to conduct a vendor interview, the interview may include responding to standard and specific questions from the CSC regarding the Bidder’s proposal. Whether or not a shortlist process is used, the scores of any evaluation criterion above may be revised or informed based on the vendor interview. | Vendor Interview may be used to revise / inform scores of criteria above |
| **SMALL LOCAL EMERGING BUSINESS PREFERENCE** |
|  | ***Local* Preference:** Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |
|  | ***Small and Local or Emerging* and *Local* Preference**: Points equaling 5% of Bidder’s total score for the above Evaluation Criteria will be added. This will be the Bidder’s final score for purposes of award evaluation. | 5% |

## CONTRACT EVALUATION AND ASSESSMENT

* + 1. During the initial 120-day period of any contract awarded, 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.
		2. The County reserves the right to determine, at its sole discretion, whether:
			1. The Contractor has complied with all terms of this RFP and the contract; and
			2. Any problems or potential problems with the proposed goods and/or services were evidenced, which makes it unlikely (even with possible modifications) that such goods and/or services have met or will meet the County requirements.
		3. If, as a result of such determination, the County concludes that it is not satisfied with the Contractor’s performance under any awarded contract and/or Contractor’s goods and services as contracted for therein, the Contractor may be notified that the contract is being terminated.  The Contractor must 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 qualified Bidder(s) to enter into a contract.  The County also reserves the right to rebid this project if it is determined to be in its best interest to do so. The County’s right to go to the next qualified Bidder(s) and/or rebid is not limited by the award of a contract or the 120-day period.

## NOTICE OF INTENT TO AWARD

* + 1. At the conclusion of the RFP response evaluation period, all Bidders will be notified in writing by email or US Postal Service mail of the contract award recommendation, if any, by GSA-Procurement. The document providing this notification is the Notice of Intent to Award/Non-Award.

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

* + - 1. The name(s) of the Bidder(s) being recommended for contract award; and
			2. The names of all other parties that submitted proposals.
		1. The submitted proposals will be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be considered by the Board of Supervisors.

## Bid Protest / Appeals Process

The County of Alameda prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Bidders wish to protest the bid process or appeal the recommendation to award a contract once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.

* + 1. Any bid protest must be submitted in writing by 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award, not the date received by the Bidder. The bid protest must be submitted to the office that has been designated for review of protests for this procurement (the Protest Evaluator). For this procurement, the Protest Evaluator is:

GSA–Office of Acquisition Policy

ATTN: Contract Compliance Officer

1401 Lakeside Drive, 10th Floor, Oakland, CA 94612

Email: GSA-BidProtests@acgov.org

A bid protest received after 5:00 p.m. is considered received as of the next calendar day. A protest received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the Notice of Intent to Award/Non-Award will not be considered under any circumstances by the Protest Evaluator or their designee.

Generally, the County will promptly send an email acknowledging receipt of the protest; it is the responsibility of the protestor to confirm that the protest was timely received.

* + - 1. The bid protest must contain a complete statement of the reasons and facts for the protest.
			2. The protest must refer to the specific portions of all documents that form the basis for the protest.
			3. The protest must include the name, address, email address, and telephone number of the person submitting the protest on behalf of the protesting party.
			4. The Contract Specialist will send a notification to Bidders if a protest is received.
		1. The Protest Evaluator, or their designee, will review and evaluate the protest and issue a written decision. The Protest Evaluator may, at its discretion, do any of the following: investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest must be final prior to the Board hearing.

		A notification of the decision will be communicated by email and/or US Postal Service mail to the protestor. Notification will be provided to Bidders when a decision has been made on the protest and whether or not the recommendation to the Board of Supervisors in the Notice of Intent to Award/Non-Award will stand.
		2. The decision on the bid protest by the Protest Evaluator may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Email: OCCR@acgov.org, unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose bid is the subject of the protest, all Bidders affected by the Protest Evaluator's decision on the protest, and the protestor have the right to appeal if they feel the Protest Evaluator's decision is incorrect. All appeals to the Auditor-Controller's OCCR must be in writing and submitted within SEVEN (7) calendar days following the issuance of the decision, not the date the decision is received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next calendar day. An appeal received after 5:00 p.m. on the SEVENTH (7th) calendar day following the date of issuance of the decision by the Protest Evaluator will not be considered under any circumstances by the Auditor-Controller OCCR or their designee.
			1. The appeal must specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
			2. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR must be limited to a review of the procurement process to determine if the contracting department materially erred in following the bid or, if applicable, County contracting policies or other laws and regulations.
			3. The appeal to the OCCR must be limited to the grounds raised in the original protest and the written decision by the Protest Evaluator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal.
			4. The Auditor’s Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
			5. The finding of the Auditor-Controller’s OCCR is the final step of the appeal process. A copy of the finding of the Auditor-Controller’s OCCR will be furnished to the protestor.
			6. The finding on the appeal must be issued before a recommendation to award the contract is considered and contract awarded by the Board of Supervisors.
		3. The procedures and time limits set forth in this section are mandatory and are each Bidder's sole and exclusive remedy in the event of a bid protest. A Bidder’s failure to timely complete both the bid protest and appeal procedures will be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, will constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## TERM / TERMINATION / RENEWAL

* + 1. The contract term, which may be awarded pursuant to this RFP, will be three years.
		2. By mutual agreement, any contract, which may be awarded pursuant to this RFP, may be extended for an additional two years.
		3. The County has and reserves the right to suspend, terminate or abandon the execution of any work, services and/or providing of goods by the Contractor without cause at any time upon giving the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, services and/or providing of goods, the Contractor will be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. The County may terminate the contract at any time for cause without written notice upon a material breach of contract or substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the County reserves the right to seek any and all damages from the Contractor.  In the event of such termination, with or without cause, the County reserves the right to invite the next highest-ranked Bidder to enter into a contract or rebid the project if it is determined to be in its best interest to do so.

## BRAND NAMES AND APPROVED EQUIVALENTS

* + 1. Any references in this RFP, including Addendum and other documents, to manufacturers’ trade names, brand names, and/or catalog numbers are intended to be descriptive but not restrictive unless otherwise stated and are intended to indicate the quality level desired. Unless otherwise noted, Bidders may offer any equivalent product that meets or exceeds the specifications; however, if the County, in its sole discretion, determines the product proposed is not equivalent, the Bid may be disqualified, or a lower score awarded by the CSC. Bids based on equivalent products must:
			1. Clearly describe the alternate offered and indicate how it differs from the product specified; and
			2. Include complete descriptive literature and/or specifications as PDF attachments to the online bid submission as proof that the proposed alternate will be equal to or better than the product named in this RFP.
		2. The County reserves the right to be the sole judge of what is equal and acceptable. It may require Bidders to provide additional information and/or samples or disqualify the bid proposal.
		3. If Bidders do not specify otherwise, it is understood that the referenced brand will be supplied.

## PRICING

* + 1. All pricing as quoted will not increase, but except as noted below, remain fixed and firm for the term of any contract that may be awarded as a result of this RFP.
		2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such a lower price will be extended to the County.
		3. Reasonable price increases or decreases for subsequent contract terms may be negotiated between Contractor and County after completion of the initial term.
		4. All prices quoted must be in United States dollars.
		5. Price quotes must include any and all payment incentives available to the County.
		6. 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, and the Bidder must honor the unit price quoted.
		7. 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.

## AWARD

* + 1. Most Responsive and Responsible Bidder(s)
			1. The award will be made to the highest-ranked Bidder(s) who meet the requirements of these specifications, terms, and conditions.
			2. Awards may also be made to the subsequent highest ranked Bidder(s) who will be called in order should the County need to contract with another Bidder(s).
			3. An award will be recommended for the Bidder(s) that submitted the proposal(s) that best serves the overall interests of the County by attaining the highest overall point score. The award may not necessarily be made to the Bidder(s) with the lowest price.
		2. Small Local Emerging Business (SLEB) Program
1. 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.
2. As a result of the County’s commitment to advancing 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:
3. [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm) [<http://acgov.org/auditor/sleb/overview.htm>]; and
4. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/) [<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]
5. For purposes of this procurement, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Code(s): 562112 and 562211
6. 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.
7. 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.
8. If a Bidder is certified by the County as either a small and local or an emerging and local business (SLEB), the County will provide up to 5% bid preference for procurements over $25,000.
9. If a Bidder is located within Alameda County, the County may provide a 5% local bid preference.
	* 1. County Rights
			1. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP, including Exhibits and any Addendums, 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 will be made solely at the discretion of the County.
			2. Any bid proposals that contain false or misleading information may be disqualified by the County.
			3. The County reserves the right to award to a single or multiple Contractors.
			4. The County reserves the right to conduct additional procurements for the same or similar goods and/or services or to award to additional contract(s), including to other Bidder(s), during the term of the contract if it determines that additional Contractors are needed to supplement goods and/or services being provided.
			5. The County has the right to decline to award this contract or any part thereof for any reason.
		2. Procedures
			1. Board approval to award a contract is required.
			2. A contract must be fully executed by the recommended awardee and the County prior to any services and goods being provided or work being performed.
			3. The County uses its Standard Services Agreement terms and conditions for purchases and services. Any terms that are not acceptable to a Bidder must be identified on the Exceptions and Clarifications form in Exhibit A - Bid Response Packet. Bidder may access a copy of the Standard Services Agreement template at:

[**Alameda County Standard Services Agreement Template**](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)[[https://acgovt.sharepoint.com/:w:/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP](https://acgovt.sharepoint.com/%3Aw%3A/s/GSADigitalLibrary/EeGBnUyJSMFBoXqtvbj7ly0BqycT5J83NKyIV19tLO6-yA?e=YwGjFP)]

The template contains minimal standard language and specific contract terms, including the scope of services that may be drafted and negotiated based on this RFP and the bid proposal(s).

1. The RFP specifications, terms, conditions, 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.

## INVOICING

* + 1. Contractor must invoice the requesting department, unless otherwise directed by County, upon satisfactory receipt of goods and/or performance of services.
		2. County will use reasonable efforts to make payment within 30 days following receipt and review of invoice and complete satisfactory receipt of goods and/or performance of services.
		3. County will notify the Contractor of any adjustments or corrections that must be made to receive payment on an invoice.
		4. Invoices submitted by the Contractor must contain the County PO number, invoice number, remit to address, itemized goods and/or services description, and price as quoted and must be accompanied by an acceptable proof of delivery and any other information requested by the County.
		5. Contractor must utilize a standardized invoice format upon request.
		6. Invoices must be issued by, and payments made to, the Contractor who is awarded a contract.
		7. The County will pay the Contractor, after receipt and approval of an invoice, monthly or as agreed upon, not to exceed the total contract amount. The County will not pay for goods and/or services in advance.
		8. In the event the Contractor’s performance and/or deliverable goods have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverable goods are deemed satisfactory.

## ACCOUNT MANAGER / SUPPORT STAFF

* + 1. The Contractor must provide dedicated support staff to be the primary contact for all issues regarding the response to this RFP and any contract which may arise pursuant to this RFP.
		2. Contractor must also provide adequate, competent support staff that will be able to service the County during normal working hours, Monday through Friday, or as otherwise identified in this RFP. Such representative(s) must 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.
		3. Contractor must provide a dedicated, competent account manager who will be responsible for the County account/contract and receive all orders. Contractor account manager must be familiar with County requirements and standards and work with the Public Works Agency and General Services Agency – Building Maintenance Department to ensure that established standards are adhered to. This includes keeping the County Contract Administrator informed of department requests as needed.

# INSTRUCTIONS TO BIDDERS

## COUNTY CONTACTS

* + 1. GSA-Procurement is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA-Procurement department only. Any communication regarding this RFP with other County personnel may result in disqualification.
		2. The evaluation phase of the competitive process will begin upon receipt of sealed bid proposals and continue until a contract has been awarded.
		3. Contact Information for this RFP:

Jacqueline Favela, Procurement & Contracts Specialist

Alameda County, GSA-Procurement

1401 Lakeside Drive, Suite 907

Oakland, CA 94612

Email: first.last@acgov.org

Phone: (510) 208-9612

* + 1. The GSA Contracting Opportunities website will be the official notification posting place of all bid documents related to this RFP. Each Bidder is responsible for checking the website for any Addendums and other notices related to this RFP. Go to [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>] to view the posting for this RFP and other current contracting opportunities.

## SUBMITTAL OF PROPOSALS

* + 1. Document Submittal
			1. All proposal documents must be completed, successfully uploaded, and submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) BY 2:00 p.m. on the due date specified in the Calendar of Events. The County strongly recommends uploading early; technical difficulties in downloading/submitting documents through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) will not extend the due date and time. No hardcopy, email (electronic), or facsimile proposals will be considered.
			2. Bidders **must** submit an electronic version of their proposal in a PDF file, preferably a single file if 20MB or less.
			3. The submitted proposal must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
			4. In whole or in part, proposal responses are NOT to be marked confidential or proprietary. The County may refuse to consider any proposal or part thereof so marked. Bid proposals submitted in response to this RFP may be subject to public disclosure, even if marked confidential or proprietary.  The County will not be liable in any way for disclosure of any such records. Please refer to the County’s website at [**Alameda County Proprietary and Confidential Information Policies**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/) [<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/proprietary-confidential-information/>].
			5. For the proposals to be considered complete, the Bidder **must** provide responses to all information requested in Exhibit A – Bid Response Packet, as revised by any Addenda.
			6. Bidders **must** submit pricing on the County provided Excel Spreadsheet – Bid Form(s) in [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org).
		2. Submissions Processes
			1. All costs required for the preparation and submission of a proposal must be borne by the Bidder.
			2. Only one bid proposal 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” will mean, and is limited to, a legal partnership formed under one or more of the provisions of California or other state’s Corporations Code or an equivalent statute.
			3. The final award information will be posted on the County’s “Contracting Opportunities” website.
			4. The County reserves the right to reject any proposal.
			5. All bid proposals must remain open to acceptance and irrevocable for a period of not less than 180 days unless otherwise specified in the bid documents.
		3. Legal Requirements
			1. “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. 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”. (California Government Code Section 4552).
			2. By submitting a bid proposal, the 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. Such actions may also be considered fraud and subject to criminal prosecution.
			3. The Bidder, by submitting a proposal, certifies that it is, at the time of bidding, and will 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 RFP and contract documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the RFP and contract documents.
			4. The Bidder, by submitting a proposal, 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).

### EXHIBIT A

**BID RESPONSE PACKET**

**INSTRUCTIONS**

* + 1. Please read **EXHIBIT A – Bid Response Packet** carefully; **INCOMPLETE BID PROPOSALS MAY BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date. Successful uploading of a document does not equal acceptance of the document by Alameda County.
		2. The bid proposal must comply with all requirements contained in the RFP. **It is strongly recommended that Bidders verify and review all Addenda to confirm the use of the most current forms and provide all information requested.**
		3. The bid proposal submission must conform to and include Exhibit A – Bid Response Packet, as amended or revised by Addendum, including additional required documentation. **A Bidder may be disqualified if the most current version of Exhibit A, as revised and published through Addenda, is not used.**
		4. The following pages require confirmation, declaration, and /or a signature (?). These must be either: (1) be printed and have an original signature(s); or (2) be digitally signed via a DocuSign, CongaSign, or other verifiable independent electronic signature services. All signatures must be by an individual authorized to bind the Bidder. These pages must then be uploaded through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)as part of the Bidder’s proposal.
1. Exhibit A – Bid Response Packet, [Bidder Acceptance](#_BIDDER_INFORMATION)
2. Exhibit A – Bid Response Packet, [Debarment and Suspension Certification](#Debarment)
3. Exhibit A – Bid Response Packet, [Small Local Emerging Business (SLEB) Information Sheet](#SLEB)
4. [Must be signed by Bidder](#Prime_Bidder_Signature)
5. [Must be signed by SLEB Partner](#SLEB_Sub_Signature) if subcontracting to a SLEB.
	* 1. Each page of the Bid Response Packet must be submitted through the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) as PDF attachment(s) with all required information included and documents attached; any pages of the Bid Response Packet not applicable to the Bidders are to be submitted with such pages or items clearly marked “N/A” or the bid proposal may be disqualified as incomplete.
		2. Bidders must not modify the Bid Response Packet or any other County-provided document unless instructed to do so, or the bid proposal may be disqualified.
		3. Excel Bid Form(s) must be submitted online through Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org/)**.**
		4. Bidders must quote price(s) as specified in the RFP, using the form(s) as amended or revised by any Addenda.
		5. Any clarifications or exceptions to policies or specifications of this RFP, including all Addenda and other documents must be submitted in the ***Exceptions and Clarifications***form of the Bid Response Packet.
		6. Bidders must read all information and follow directions in the [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) event.
		7. File names are restricted to 64 characters for all files uploaded as part of any bid proposal. The file extension (e.g., ".pdf" or ".xls") is counted as part of the file name character limit. Attempting to upload a file with a file name longer than 64 characters may result in an error message or failure to load.
		8. **Bidders who do not comply with the requirements and/or submit incomplete bid proposal packages are subject to disqualification and their bid proposals rejected.**



### COUNTY OF ALAMEDA

### Exhibit A

### BID RESPONSE PACKET

 RFP No. 902356

Abandoned Waste and Abatement 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 [ ]  Partnership

 [ ]  Limited Liability Partnership [ ]  Limited Liability Corporation [ ]  Sole Proprietor

 [ ]  Non-Profit / Church [ ]  Other:

|  |  |
| --- | --- |
| Jurisdiction of Organizational Structure: |  |
| Date of Organizational Structure:  |  |
| Federal Tax Identification Number: |  |
| Alameda County Supplier Identification Number (if applicable):  |  |
| DIR Contractor Registration Number (if applicable): |  |

**Primary Contact Information:**

|  |  |
| --- | --- |
| Name / Title: |  |
| Telephone Number: |  | Alternate Number: |  |
| Email Address: |  |

|  |
| --- |
| BIDDER ACCEPTANCE  |

1. The undersigned declares that the procurement bid documents, including, without limitation, the RFP, Q&A, Addenda, and Exhibits (the Bid Documents), have been read and accepted.
2. The undersigned has reviewed the Bid Documents and fully understands the requirements for this RFP, including, but not limited to, general County requirements, and that each Bidder who is awarded a contract must be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its bid proposal, 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.
3. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
	1. [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/>]

1. [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/>]

1. [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/>]

1. [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

[<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/>]

1. **[Alameda County SLEB Program Overview](http://acgov.org/auditor/sleb/overview.htm)**

[<http://acgov.org/auditor/sleb/overview.htm>]

1. [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

[<https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/>]

1. [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

[<http://acgov.org/auditor/sleb/sourceprogram.htm>]

1. [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

[<http://acgov.org/auditor/sleb/elation.htm>]

1. 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 and any contract that is awarded.
2. The undersigned acknowledges that it is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions of the RFP and, if applicable, the site condition. By the submission of a bid proposal, 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.
3. The undersigned acknowledges that Bidder has accurately completed the SLEB Information Sheet.
4. Bidder agrees to hold the County of Alameda, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary rights, secret process, patented, or unpatented invention, article or appliance furnished or used in connection with bid proposal and/or any resulted contract or purchase order.
5. 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 and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#SLEB)); **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 of business residency, identifying the name of the bidder and the local address. Example of proof includes but are not limited to utility bills, deeds of trusts or lease agreements, etc., which are acceptable verification documents to prove residency.
1. By signing below, the signatory warrants and represents that the signer has completed, acknowledged, and agreed to this Bidder Acceptance in their authorized capacity and that by their signature on this Bidder Acceptance, they and the entity upon behalf of which they acted, acknowledged and agreed to this Bidder Acceptance and that all are true and correct and are made under penalty of perjury pursuant to the laws of California.

|  |
| --- |
| **SIGNATURE:** ? Name/Title of Authorized Signer:  Dated this  day of  20  |

|  |
| --- |
| DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER) |

The Bidder, under penalty of perjury, certifies that, except as noted below, Bidder, its principal, and any named and unnamed subcontractor:

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

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

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

|  |
| --- |
| **BIDDER:** **PRINCIPAL: TITLE:** **SIGNATURE:** ? **DATE:**  |

|  |
| --- |
| SMALL LOCAL EMERGING BUSINESS (SLEB) INFORMATION SHEET |

**Instructions**: On the following page is the **SLEB Information Sheet**. Every Bidder must complete and submit a signed SLEB Information Sheet indicating their SLEB certification status. If the 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.

If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

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

* For SLEB Subcontracting Questions: Please contact the General Services Agency - Office of Acquisition Policy, GSA.OAP@acgov.org.
* For questions/information regarding SLEB certification, including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit, OCCR@acgov.org, (510) 891-5500.

|  |
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| SLEB INFORMATION SHEET  |

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all Bidders must complete this form. If a bidder is unable to meet the SLEB requirements, they must take exception to this requirement in the Exceptions and Clarifications section of this solicitation. Please note that the County is under no obligation to accept any exceptions or clarifications, and any exceptions or clarifications may be the basis for bid disqualification.

Bidders that are not certified SLEBS (for the definition of a SLEB, see[**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](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 thebenefits of the partnership will be economical, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, 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/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
| --- |
| [ ]  **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**

|  |
| --- |
| [ ]  **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:** [ ]  **Small /** [ ]  **Emerging** **NAICS Codes Included in Certification:** **SLEB Subcontractor Principal Name:** **SLEB Subcontractor Principal Signature:** ? |

**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:**

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| **BIDDER MINIMUM QUALIFICATIONS** |

**Instructions:** Bidder must respond and/or provide support documentation that fulfills all the minimum qualifications as identified in the RFP documents.

* + 1. BIDDER Minimum Qualifications
1. Bidder must be regularly and continuously engaged in the business of providing routine and on-call trash and abandoned waste cleanup and removal services for at least five (5) years, which must be clearly stated or demonstrated in the bid response.
2. Bidder must be a certified environmental services provider for the State of California. Proof must be submitted with bid submittal response.
3. Bidder must also possess all permits, licenses, and professional credentials necessary to supply products and perform services specified under this RFP. Unless noted otherwise in the RFP, for example the item(s) stated above, including any Addendum, Bidder is not required to submit copies or verification of the permits, licenses and credentials; however, Bidder must provide such proof if requested by County.

**Maximum Length: None**

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| BID FORM |

**Instructions**:Bidder must use the Excel Bid Form.

**COST MUST BE SUBMITTED AS REQUESTED ON THE COUNTY PROVIDED EXCEL BID FORM(S). NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.**

Bid proposals that do not comply may be rejected.

The cost quoted must include all taxes (excluding sales and use tax) and all other charges, including travel expenses. The price quoted will be the maximum cost the County will pay for the term of any contract resulting from this RFP.

Quantities listed on Alameda County **Excel Bid Form** are for example only; they are not to be construed as a commitment of the County to purchase that quantity. No minimum or maximum is guaranteed or implied. The cost quoted will be the price of the items identified, regardless of the quantity purchased.

Bid pricing on all line items is required. If there are any line items that are not priced, the bid may be considered a partial bid and disqualified. Partial bids are not acceptable.

By submission through the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org)**,** Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [**EZSourcing Supplier Portal**](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

|  |
| --- |
| TABLE OF KEY PERSONNEL |

**Instructions**: Bidder is to provide a **Table of Key Personnel**. The table is to include all essential personnel associated with providing services to the County, including collaborating partners.

To appropriately evaluate Bidder's qualifications, the table should include the following information for each key person:

1. Bidder shall identify the Field Supervisor who, if awarded, will be the County’s point of contact; provide his/her related experience; and provide information about the key personnel who will be involved in the contract.
2. The person’s relationship with Bidder, including job title and years of employment with Bidder.
3. Work contact information includes, but is not limited to, the following: work address, office telephone number, mobile work number, and work email address.
4. The person's role in connection with the RFP and any awarded contract.
5. Educational background; and
6. Related experience on similar projects, certifications, and merits.

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

In addition to the table, Bidder(s) must submit a complete résumé or curriculum vitae for each key personnel listed in the table, including educational background, relevant experience on similar projects, certifications, and merits. (Resumes should include work contact information, not personal contact information for the person.)

**Maximum Length: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae. Résumé and curriculum vitae are subject to public disclosure and business addresses should be used not home addresses.**

|  |
| --- |
| **DESCRIPTION OF PROPOSED SERVICES** |

**Instructions:** Bidder is to provide a **Description of Proposed Services**.

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

At a minimum, the Bidder must include the following details:

Describe how Bidder will meet the program’s desired overall goals, anticipated outcomes, measurable objectives, and critical tasks, including how key personnel will be responsible for achieving them.

Detail existing data collection infrastructure and demonstrate the ability to interface with County’s database(s) as described in the RFP and/or provide reporting data to the County for maximum efficiency.

Explain any unique resources, procedures, or approaches that make the services of Bidder responsive to meeting the minimum qualifications and requirements of the RFP.

Bidder shall describe their company and mission, length of time in business, experience in recycling waste and provide examples of being a sustainable “green” business.

Contractor shall describe trash removal/disposal resources, including leased and owned transportation fleet, equipment, heavy equipment, safety precautions, and companies used for waste disposal, including HazMat waste and recycling.

Contractor shall provide examples of trash abatement work/debris removal projects the company has provided to other municipalities along with references from 3 entities for which the Contractor has performed such work.

Identify any limitations or restrictions that exist for the Bidder to provide the services. Explain what measures will be taken to adequately provide the services. (Please note any requests for exceptions or clarifications MUST be identified on the *Exceptions and Clarification* form. **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: 5 pages**

|  |
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| **REFERENCES** |

**Instructions**: On the following page is the templates that Bidders are to use for providing references. Bidders are to provide a list of five references. References must be satisfactory as deemed solely by County.

Services or goods provided by Bidders to the references should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

Bidder must currently be providing goods and/or services for at least two of the references or have done so within the last five years.

Bidders should 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 the Bidders’ bid proposals.

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 the references provided in order to determine items such as Bidders’ years of experience and performance records on work similar to that described in this request.

The County reserves the right to contact individuals/entities for references other than those provided in the Response and to use any information obtained in the evaluation process.

NOTE: Bidders should not list the County department requesting services/goods as part of the references.

|  |
| --- |
| **REFERENCES** |

RFP No. 902356

Abandoned Waste and Abatement Services

Bidder Name:

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

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

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

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

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

\*Use additional pages as necessary

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| --- |
| EXCEPTIONS AND CLARIFICATIONS |

**Instructions**: Bidders must use the **Exceptions and Clarifications** form to identify and list below any and all exceptions and/or clarifications to the RFP and associated Bid Documents and submit them with the bid proposal.

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

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No.EXAMPLE | Section | Item No. |  |
| **p. 23** | **D** | **1.c.** | ***Bidder takes exception to…*** |
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\*Use additional pages as necessary

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| INSURANCE REQUIREMENTS |

**Instructions**: Insurance certificates are not required at the time of submission; however, by signing the Bid Response Packet and submitting a bid proposal, the Bidder agrees to meet the minimum insurance requirements and provide any documentation requested by County upon request.

Insurance documentation must be provided to the County before award and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

The following page contains the minimum insurance limits required by the County of Alameda to be held by the Contractor performing on a contract issued from this RFP:

see next page for county of alameda

minimum insurance requirements

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following 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 (with pollution liability coverage)**All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any Auto or Hired and Non-Owned AutosBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**Required for all contractors with employees | WC: Statutory LimitsEL: No less than $1,000,000 per accident for bodily injury or disease |
| **D** | **Professional Liability/Errors and Omissions**Includes endorsements of contractual liability | $1,000,000 per occurrence$2,000,000 project aggregate |
| **E** | **Pollution and Environmental Liability** | $1,000,000 per occurrence |
| **F** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. Proof of workers’ compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
* Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
* Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
2. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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**EXHIBIT B**

**ACPWA Encampment Abatement Guidelines**

**Encampment Abatement Work Order Created for Inspection:**

1. **Initial Inspection:**
	* Inspector will perform initial inspection of encampment location (identify encampment from a safe distance to avoid interaction with campers).
	* Inspector will determine if encampment is on County property, ROW, or within County responsibility.
	* Inspector will note size and makeup of encampment (number of tents/structures, people, etc.) as best as possible.
	* Inspector will note any pertinent details of encampment.
	* Inspector will take pictures of encampment and note a brief description for each pic.
2. **Posting Encampment Abatement Notice:**
	* Inspector will determine a day for abatement that works for area Supervisor and PD or Sheriff (use civil standby if only option for PD/Sheriff).
	* Inspector will create a “Notice to Vacate Trespass” with standard language (see template) with a minimum of a 72 hour notice.
	* Inspector will arrange for PD or Sheriff to meet onsite for posting the notice (use civil standby if only option).
	* PD or Sheriff will notify campers that they are trespassing and need to vacate with all personal belongings by the posted notice date (PD/Sheriff may provide campers with info regarding any available services).
	* Once PD/Sheriff give the all clear, Inspector will post the notice throughout the encampment.
	* Inspector will take pictures of the posted notices and current encampment conditions and note a brief description for each pic.
3. **Encampment Abatement:**
	* Inspector will meet onsite with PD or Sheriff. PD or Sheriff will ensure campers are gone or will have remaining campers vacate the property with all personal belongings.
	* Once all clear, Inspector will inspect encampment for remaining personal belongings and hazmat items.
	* If any items found, Inspector will note the items and take pictures and note a brief description for each pic.
	* Inspector will arrange for the personal items to be brought to the yard for their 90-day storage.
	* Inspector will arrange for the HAZMAT contractor to remove any hazmat items that cannot be removed by M&O (see protocol 4 below).
	* Inspector will give the all clear for M&O crews to remove the remaining encampment debris.
	* Inspector will update the WO with an after picture of the cleanup.
4. **HAZMAT Cleanup:**
	* Inspector will contact the HAZMAT contractor and arrange for the removal of any related items or conditions left behind from the initial encampment cleanup.
	* If the entire encampment is determined to meet HAZMAT conditions as a whole, the Inspector will contact the HAZMAT contractor and arrange for removal and cleanup of the encampment.
	* Inspector will document conditions and take pictures and note a brief description for each pic.
	* Inspector will obtain a quote (unless a small item or items) from the HAZMAT contractor.
	* Inspector will follow all procedures of the “Uniform Hazardous Waste Manifest Instructions for Alameda County Generators” and retain a copy of the “Generator’s Initial Copy” of the Manifest and send the original to GSA’s Capital Programs Environmental Department (GSA-CPED) at QIC 26006 within 5 days from date of shipment/cleanup.
	* Inspector will receive, process, and retain a copy of the invoice.
	* Inspector will attach copies of all documents to the WO and send copies to the Supervising Facilities Inspector.

**EXHIBIT C**

**ACPWA Monitoring Sites\***

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| **Abandoned Waste Monitoring Locations** |
| **Site Number** | **Zone** | **Line** | **Location Description** |
| 1 | 2 | B | Washington Overpass |
| 2 | 2 | B | Hesperian Blvd Overpass |
| 3 | 2 | B | Via Granada Overpass |
| 4 | 2 | B | Meekland Overpass |
| 5 | 2 | B | Mattos Overpass |
| 6 | 2 | B | Grove Way Bridge (by Mission Blvd.) |
| 7 | 2 | B | Grove Way Overpass (by Center Street) |
| 8 | 2 | B | Center Street Bridge |
| 9 | 2 | B | Railroad Bridge (by Western Blvd.) |
| 10 | 2 | B | Old Sweeper Yard (by A Street) |
| 11 | 2 | B | Old Flower Market (by A Street) |
| 12 | 2 | B | Hazel Ave. Bridge |
| 13 | 2 | B | Castro Valley Blvd & Crow Canyon |
| 14 | 3A | A-1 | D/S Almaden Blvd. |
| 15 | 3A | A-1 | U/S Santa Maria Dr. |
| 16 | 3A | B | U/S Folsom Ave. |
| 17 | 3A | D | D/S Industrial Blvd. (behind Home Depot) |
| 18 | 3A | D | U/S Industrial Blvd. |
| 19 | 3A | E | D/S Harder Rd. |
| 20 | 3A | A-2 | D/S Industrial Blvd.(located near old pump station) |
| 21 | 3A | A-3 | U/S Arf Ave. |
| 22 | 4 | K | Cabot Rd. (near tire yard) |
| 23 | 5 | L | D/S Mission Blvd. (Dry Creek) |
| 24 | 5 | L | U/S Railroad Ave. |
| 25 | 5 | L | D/S Railroad Ave. |
| 26 | 5 | F-1 | U/S Cedar Blvd. |
| 27 | 6 | N-2 | Stewart Ave. (X st. Albrae st.) |
| 28 | 6 | I | Hopkins Ave. |
| 29 | 12 | I | Coliseum Way |
| 30 | 12 | H | Coliseum Way |
| 31 | 12 | P | Acalanes Dr (by the board line of Zone 13) |
| 32 | 12 | M | Baldwin Street |
| 33 | 12 | M | Old Malibu Lot |
| 34 | 12 | K | Entrance to Coliseum |

**\* Monitoring locations may be modified as needed by the County.**