

# **\*\*IMPORTANT NOTICE\*\***

- The format of this RFP/Q has been simplified.
- Only the following pages require signatures:
  1. Exhibit A – Bid Response Packet, [Bidder Information and Acceptance](#) page
    - a. [Must be signed by Bidder](#)
  2. Exhibit A – Bid Response Packet, [SLEB Partnering Information Sheet](#)
    - a. [Must be signed by Bidder](#)
    - b. [Must be signed by SLEB Partner](#) if subcontracting to a SLEB

Please read **EXHIBIT A – Bid Response Packet** carefully, **INCOMPLETE BIDS WILL BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date.



# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. 5001

for

## AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES

For complete information regarding this project, see RFP posted at [http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) or contact the County representative listed below. Thank you for your interest!

Contact Person: Jason B. Garrison, Environmental Project Manager,  
GSA-Capital Programs Department

Phone Number: (510) 208-9520

E-mail Address: [jason.garrison@acgov.org](mailto:jason.garrison@acgov.org)

### RESPONSE DUE

by

**2:00 p.m.**

on

**May 15, 2017**

at

**Alameda County, GSA-Procurement  
1401 Lakeside Drive, Suite 900  
Oakland, CA 94612**



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# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. 5001 SPECIFICATIONS, TERMS & CONDITIONS for

### AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES

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#### ATTACHMENTS

EXHIBIT A - BID RESPONSE PACKET

EXHIBIT B - INSURANCE REQUIREMENTS

## **I. STATEMENT OF WORK**

It is the intent of these specifications, terms and conditions to describe the qualifications, licenses and training required to perform environmental consulting services as necessary to fulfill this contract for the County of Alameda. Qualified consultants may be called upon to conduct hazardous materials and indoor air quality investigations. They also may be contacted to provide hazardous materials abatement monitoring and other consulting services as required in support of County operations, maintenance, renovation, remodeling, and demolition activities.

### **A. INTENT**

The County intends to award a three-year contract with a single two year option to renew to a maximum of six qualified bidders selected as the highest scoring bidders whose responses conform to the RFP and meet the County's requirements.

### **B. SCOPE**

The scope of work shall include conducting as needed environmental consulting services during the contract period. The majority of the consulting services will involve the disciplines of asbestos, lead, mold, indoor air quality, and environmental site assessments.

Typical duties of the environmental consulting services contractor shall include, but are not limited to, on-site regulatory compliance monitoring of hazardous materials abatement projects, industrial hygiene investigations, indoor air quality investigations, hazardous materials surveys, environmental sampling and environmental assessments, and generating reports documenting environmental consulting services.

### **C. BACKGROUND**

The Alameda County General Services Agency is responsible for providing County Agencies/Departments with office space and other facilities required for their operations. These responsibilities include, but are not limited to, hazardous materials abatement and other related services for the construction, maintenance, and remodeling of County buildings.

### **D. BIDDER MINIMUM QUALIFICATIONS / SPECIFIC REQUIREMENTS**

This part applies to the bidder and is a qualify/disqualify series of minimum qualifications. Bidder must meet all minimum qualifications as described below or they will be disqualified and their proposals will not be evaluated. The following minimum

qualifications and specific requirements are required at the time of proposal submission.

1. Bidder Minimum Qualifications

- a. Bidder shall be regularly and continuously engaged in the business of providing environmental consulting services for at least five (5) years.
- b. Bidder must have a minimum of two full time, local, in-house, non-subcontracted staff members who have completed a National Institute of Occupational Safety and Health (NIOSH) 582 training course or equivalent and are current participants in the American Industrial Hygiene Association's (AIHA) Proficiency Analytical Testing (PAT) Program. Participants in the PAT program must have read slides in at least the most recent quarter of the program prior to the RFP submission deadline.

**The County defines “full time, local, in-house, non-subcontracted staff” as a staff person:**

- **That is employed by the bidder and receives a W-2 for tax purposes;**
  - **Who worked an average of at least 30 hours per week over the preceding year for the Bidder;**
  - **That in an emergency, can be onsite at any location in the County of Alameda within two (2) hours of notification; and**
  - **Whose main employment office address is currently at the same location as the bidder in the RFP.**
- c. Bidder must have and maintain throughout the contract term at least two full time, local, in-house, non-subcontracted staff members that hold the following training, licenses and/or certifications:
    - 1) OSHA 40-Hour HAZWOPER Training;
    - 2) National Institute of Occupational Safety and Health (NIOSH) 582 training and current participation in the American Industrial Hygiene Association's (AIHA) Proficiency Analytical Testing (PAT) Program. Participants in the PAT program must have read slides in

the most recent quarter of the program prior to the RFP submission deadline;

- 3) State of California Department of Public Health Lead Related Construction Inspector/Assessor or Sampling Technician;
- 4) State of California Department of Public Health Lead Related Project Monitor or Supervisor;
- 5) State of California Division of Occupational Safety and Health Certified Asbestos Consultant (CAC); and
- 6) State of California Division of Occupational Safety and Health Certified Site Surveillance Technician (CSST).\*

[\*An additional staff person licensed as a CAC may be substituted for this certification requirement.]

**Note: Bidder may utilize multiple full time, local, in-house, non-subcontracted staff members of their proposed project team to collectively meet the qualifications above.**

- d. Each member of Bidder's staff that will be performing on-site environmental consulting work must have the following certifications:
  - 1) California Department of Public Health lead related training and certifications;
  - 2) California Division of Occupational Safety and Health (DOSH) Certified Asbestos Consultant (CAC) and/or Certified Site Surveillance Technician (CSST); and
  - 3) Occupational Safety & Health Administration (OSHA) 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training.
- e. Bidder shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

2. Specific Requirements

- a. Bidder must provide asbestos, lead, mold, indoor air quality, and environmental site assessment consulting services.
- b. Bidder will perform as-needed environmental consulting projects with the project team listed in their proposal unless otherwise approved by the County.
- c. In an emergency situation, at least two members of the Bidder's project team must be capable of being onsite at any location within the County of Alameda within two (2) hours of notification. The two members must meet all of the minimum qualification requirements outlined in the sections above under Paragraph D - Bidder Minimum Qualifications / Specific Requirements.
- d. When authorized by the County, Bidder and its employees will sign non-hazardous and hazardous waste manifests on the County's behalf affirming that the information on the manifest is accurate, complete, and represents the waste being shipped. Consultant will also be responsible for ensuring that the "Generator" copy of the manifest is legible and that it is forwarded to the County within five (5) business days of when the waste document is signed.

II. **CALENDAR OF EVENTS**

EVENT	DATE/LOCATION	
RFP Issued	April 17, 2017	
Networking/Bidders Conference #1	April 25, 2017 @ 10:00 a.m.	at: 1401 Lakeside Drive 11 <sup>th</sup> floor Conference Room 1107 Oakland, CA 94612
Networking/Bidders Conference #2	April 26, 2017 @ 10:00 a.m.	at: 1401 Lakeside Drive 11 <sup>th</sup> floor Conference Room 1107 Oakland, CA 94612
Written Questions Due	by 5:00 p.m. on April 27, 2017	
Addendum Issued	April 28, 2017	
Response Due	May 15, 2017 by 2:00 p.m.	
Evaluation Period	May 16 – June 2, 2017	

Vendor Interviews	June 13, 2017
Board Letter Recommending Award Issued	June 23, 2017
Board Consideration Award Date	July 11, 2017
Contract Start Date	August 14, 2017

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

**E. NETWORKING / BIDDERS CONFERENCES**

1. The Networking/bidders conferences will be held to:
  - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
  - b. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
  - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
2. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conferences.
3. Potential bidders are strongly encouraged to attend the networking/bidders conferences in order to further facilitate subcontracting relationships. Vendors who attend the networking/bidders conferences will be added to the Vendor Bid List. Failure to participate in the networking/bidders conferences will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at the networking/bidders conferences is highly recommended but is not mandatory.

**III. COUNTY PROCEDURES, TERMS, AND CONDITIONS**

**F. EVALUATION CRITERIA / SELECTION COMMITTEE**

Completeness Review: The County will perform a preliminary completeness review to identify any patently defective or non-responsive Proposals. Proposals not meeting the requirements of the RFP will be considered non-responsive. County action on a defective or non-responsive Proposal may include refusal to evaluate the Proposal and



elimination of the Bidder from the evaluation process. The County reserves the right to take any action consistent with the requirements of this document, including without limitation, requesting additional information after receipt and opening of any Proposal and waiving any inconsequential Proposal defects.

After the Completeness Review is performed, those proposals which are deemed “complete” will proceed to the Evaluation Process. The evaluation process is a two-step process. The first step is the technical evaluation of the proposals, which will be performed by a County Evaluation Committee (CEC). The second step will be the oral interviews which will be conducted by a County Interview Panel (CIP).

Step 1 – Proposal Technical Evaluation - County Evaluation Committee (CEC):

The complete written proposals will be evaluated by a CEC which may be composed of County staff and other parties that have expertise or experience in the professional services described herein. The evaluation of the proposals shall be within the sole judgment and discretion of the CEC. The CEC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP. The CEC members will score each proposal reviewed, where the maximum score can be 100 points, in accordance with the Evaluation Criteria set forth in this RFP. The scores by each CEC member will be totaled and averaged for a final score (up to 100 points) to arrive at a short list of highest ranked proposals.

After the highest ranked proposals are determined, the County intends to invite up to eight (8) of the highest ranked Bidders to present their proposals in an interview with the CIP. However, the County reserves the right to adjust the number of Bidders that will be invited to the interview/presentations.

Step 2 – Interview/Presentation - County Interview Panel (CIP):

Immediately following the Proposal Technical Evaluation step, the interview/presentation step shall then proceed and be conducted by a County Interview Panel (CIP). The CIP will be composed of the same people that were part of the CEC. The Bidders shall present at the interview the prospective project team including any partnering firms. After the presentations, the CIP members will score the interviewed proposing firm, where the maximum score can be 100 points, in accordance with the Evaluation Criteria set forth in this RFP and the same criteria used during The Proposal Technical Evaluation. The scores by each CIP member will be totaled and averaged for a final score (up to 100 points) to arrive at a list of highest ranked Bidders. The success of

the Bidder in the interview/presentation with the CIP along with the other evaluation criteria will determine the best qualified firm(s) for award of the contract.

Following the determination of the best qualified firms by the CIP for the project, GSA will recommend to the Board of Supervisors award of contracts to up to six qualified firms. However, the County reserves the right to adjust the number of firms it awards to.

All contact during this evaluation and selection process shall be through the County Contact Person only. Bidders shall neither contact nor lobby other County consultants, other County staff or officials, members of the County Evaluation Committee (CEC) or members of the County Interview Panel (CIP) during the evaluation process. Attempts by Bidders to contact and/or influence these persons may result in disqualification of Bidders. Routine and legitimate inquiries should go through the County Contact Person.

**Evaluation Criteria:**

The following Evaluation Criteria and their respective weights will be used in evaluating, scoring, and ranking during the evaluation and selection process. The Evaluation Criteria and their respective weights are as follows:

	<b>Evaluation Criteria</b>	<b>Weight</b>
<b>A.</b>	<b>Completeness of Response:</b> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.  Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail
	<b>Debarment and Suspension:</b> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a> .	Pass/Fail
<b>B.</b>	<b>Cost:</b> Bidders are required to submit Bid Form in Exhibit A for the hypothetical project that is described in Exhibit A.	20 Points

	<p>The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost and then multiplying this number by 20.</p> <p>While not reflected in the Cost evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> <li>3. Affordability (i.e., the ability of the County to finance the equipment/system and/or services).</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	
C.	<p><b>Relevant Experience and Project Team Capabilities:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ul style="list-style-type: none"> <li>- Does the firm have public sector experience? (11 points)</li> <li>- Does the firm and individuals assigned have experience in asbestos, lead, and mold abatement compliance monitoring? (11 points)</li> <li>- Does the firm and individuals assigned have experience in conducting industrial hygiene and indoor air quality investigations? (11 points)</li> <li>- Does the firm and individuals assigned have experience in conducting hazardous materials surveys in asbestos, lead and mold? (11 points)</li> <li>- Does the firm and individuals assigned to the project have experience conducting Phase 1 and Phase 2 Environmental Site Assessments? (6 points)</li> </ul>	60 Points

	- Does the firm have an in-house Certified Industrial Hygienist (CIH)? (10 points)	
<b>D.</b>	<b>References (See Exhibit A – Bid Response Packet)</b>	20 Points
<b>SMALL LOCAL EMERGING BUSINESS PREFERENCE</b>		
	Local Preference: Points equaling five percent of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes evaluation.	Five Percent (5%)
	Small and Local or Emerging and Local Preference: Points equaling five percent of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of evaluation.	Five Percent (5%)

**G. NOTICE OF INTENT TO AWARD**

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA-Capital Programs Department. The document providing this notification is the Notice of Intent to Award.  
  
The Notice of Intent to Award will provide the following information:
  - a. The name of the bidder being recommended for contract award;
  - b. The names of all other bidders that were interviewed by the CIP; and
  - c. In summary form, the bid numbers, evaluation points for each bidder.
2. At the conclusion of the RFP response evaluation process and negotiations, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid with the County Contact Person. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
3. The submitted proposals shall be made available upon written request no later than five calendar days before approval of the award and contract.

## H. BID PROTEST/APPEALS PROCESS

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

1. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Fax: (510) 208-9720, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day
  - a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
  - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
  - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - d. The County Agency/Department will notify all bidders of the protest as soon as possible.
2. Upon receipt of written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, 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 will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision

on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

3. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 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 GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
  - a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - b. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
  - c. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
  - d. 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



- e. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
4. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisors.
5. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

I. TERM / TERMINATION / RENEWAL

1. The term of the contract(s), which may be awarded pursuant to this RFP, will be three (3) years.
2. The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The County may terminate the contract at any time without written notice upon a material breach of contract and 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 re-bid the project if it is determined to be in its best interest to do so.
3. The County may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any County Fiscal Year, for reason of non-appropriation of funds. In such event, the County will give Contractor at least 30 days written notice that such function will not be funded for the next fiscal period. In such event, the County will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.

4. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for one additional two-year term at agreed prices with all other terms and conditions remaining the same.

J. PRICING

1. Prices quoted and included the bidders time and materials rate sheet shall be firm for the first 3 years of any contract that may be awarded pursuant to this RFP.
2. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
4. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
5. The County is soliciting a lump sum price for the hypothetical project described in the Scope of Services (Exhibit A). The price quoted on the Bid Form in Exhibit A shall be the total cost the County will pay for a project of this type, complexity, and magnitude including taxes and all other charges.
6. In addition to the Bid Form (Exhibit A), Bidders are also required to submit a complete time & materials rate sheet that includes rates for all other potential labor and services which includes: swing shift and weekend work; and analytical costs for rush/24 hour/3-5 day turnaround times. The time & materials rate sheet will not be included in the evaluation of proposal cost.
7. Price quotes shall include any and all payment incentives available to the County.
8. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.
9. 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.
10. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not



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

K. AWARD

1. The initial proposals passing the “Completeness of Response” check will be evaluated by the CEC and will be ranked based on overall point score in accordance with the RFP section entitled “Evaluation Criteria/Selection Committee.”
2. Based on the scores from the County Interview Panel, GSA will recommend awards to a maximum of six bidders who, in its opinion, have submitted proposals that best serve the overall interests of the County and attain the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. Small and Emerging Locally Owned Business: The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.

As a result of the County’s commitment to advance the economic opportunities of these businesses, **Bidders must meet the County’s Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

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

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 541620 and 541380.

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

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

4. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
5. Any proposal/bids that contain false or misleading information may be disqualified by the County.
6. The County reserves the right to award to a single or multiple Contractors.
7. The County has the right to decline to award this contract or any part thereof for any reason.
8. Board approval to award a contract is required.
9. A contract must be negotiated, finalized, and signed by the recommended awardee prior to GSA approval.
10. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. A copy of the Standard Services Agreement template can be found online at:  
  
<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>  
  
The template contains minimal Agreement boilerplate language only and is provided as a general reference.
11. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.
12. There is no guarantee that a contractor will be awarded a specific number of projects.

L. METHOD OF CONTRACTING

1. Because it is impossible to foresee the scope and complexity of future environmental consulting service projects, the County will request proposals from the successful Bidders for each individual project throughout the contract term. Projects that the County estimates will cost less than \$3,000 will be awarded by rotation going in alphabetical order upon the County's acceptance of the Contractor's proposal for that particular project. If a firm is unable to provide services for a given job due to staffing or other reasons then the next firm will be

invited to provide a proposal. Projects that the County estimates will cost greater than \$3,000 will be competitively bid between the firms that have been awarded contracts. The contractor that submits the lowest bid for each individual project will be awarded that specific job.

2. A written PO and signed Standard Agreement contract will be issued upon Board approval.
3. POs and Standard Agreements will be faxed, transmitted electronically or mailed and shall be the only authorization for the Contractor to begin work.
4. POs and payments for products and/or services will be issued only in the name of Contractor.
5. Contractor shall adapt to changes to the method of ordering procedures as required by the County during the term of the contract.
6. Change orders shall be agreed upon by Contractor and County and issued as needed in writing by County.

M. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. County will use best efforts to make payment within 30 days following receipt and review of invoice and upon complete satisfactory performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices must include: County PO number, project name, project address, GSA project number, project manager name, description of service performed, date range of services performed, invoice number, remit to address, and copies of subcontractor invoices.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The County will pay Contractor monthly or as agreed upon, not to exceed the total price quoted for each individual project. Final payment will not be issued for any

individual project until all final project deliverable/reports have been submitted and accepted by the County.

N. PERFORMANCE REQUIREMENTS

Contractors will be required to complete all environmental consulting services thoroughly and efficiently based on the scope of services provided with each assigned project. Contractors will conduct services in a manner that complies with all applicable federal, state, and local rules and regulations as they are currently stated or as may be amended throughout the contract term. Contractor will submit all required deliverables and/or reports in a manner and frequency acceptable to the County. Contractor will notify County of any concerns and/or service recommendations deemed necessary.

O. ACCOUNT MANAGER / SUPPORT STAFF

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

IV. INSTRUCTIONS TO BIDDERS

P. COUNTY CONTACTS

GSA-Capital Programs Department is managing the competitive process for this project. All contact during the competitive process is to be through the GSA-Capital Programs Department only.

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

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on April 27, 2017 to:

Jason B. Garrison, Environmental Project Manager  
Alameda County, GSA-Capital Programs Department  
1401 Lakeside Drive, Suite 1115  
Oakland, CA 94612  
E-Mail: [jason.garrison@acgov.org](mailto:jason.garrison@acgov.org)  
PHONE: (510) 208-9520

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to [http://www.acgov.org/gsa\\_app/gsa/purchasing/bid\\_content/contractopportunities.jsp](http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) to view current contracting opportunities.

Q. **SUBMITTAL OF BIDS**

1. All bids must be SEALED and must be received at the Office of Alameda County BY 2:00 p.m. on the due date specified in the Calendar of Events.

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

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

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

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

As-Needed Environmental Consulting Services  
RFP No. 5001  
Attn: Jason B. Garrison, Environmental Project Manager  
Alameda County, GSA-Procurement  
1401 Lakeside Drive, Suite 907  
Oakland, CA 94612

**Bidder's name, return address, and the RFP number and title must also appear on the mailing package.**

3. Bidders are to submit one original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus three (3) copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid. Submittals shall contain only material directly related to response requirements, not general marketing material. Bidder must provide all information requested in this RFP and be formatted as specified in Exhibit A.

4. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
5. No email (electronic) or facsimile bids will be considered.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
8. All other information regarding the bid responses will be held as confidential until such time as the County Evaluation Committee and County Interview Panel have completed their evaluations, a recommended award has been made by GSA, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award notification(s). The submitted proposals shall be made available upon request no later than five calendar days before the recommendation to award and enter into contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or

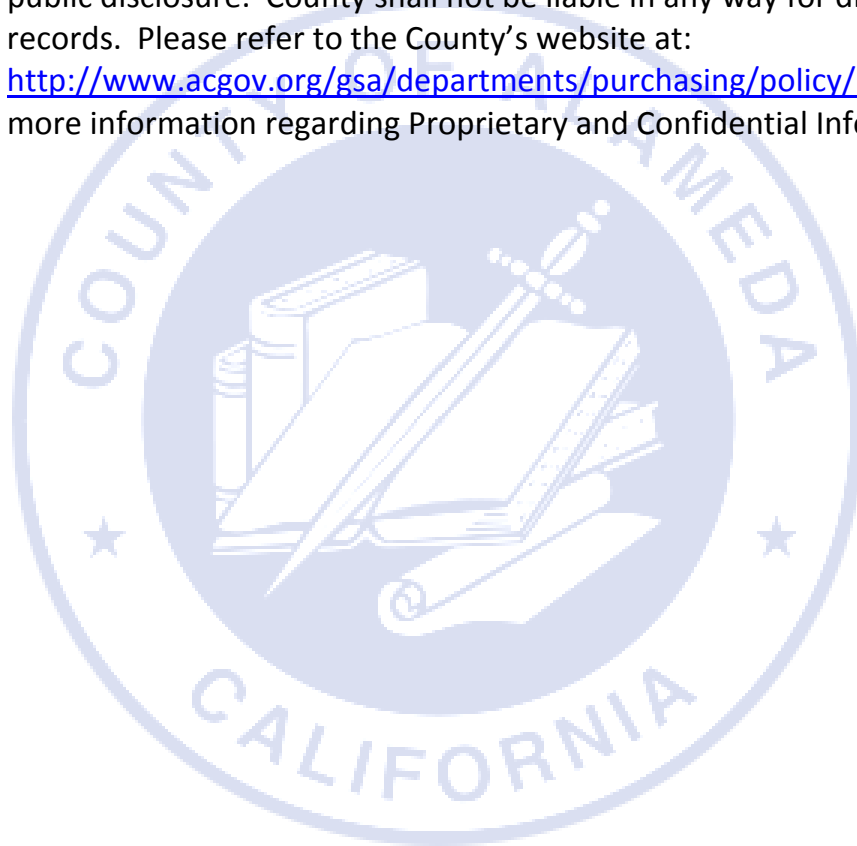


unqualified, will be sent recommendation to award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.

9. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
14. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

R. RESPONSE FORMAT

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







# EXHIBIT A

## BID RESPONSE PACKET

### RFP No. 5011 – As-Needed Environmental Consulting Services

To: The County of Alameda

From: \_\_\_\_\_  
(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION, WITH ORIGINAL INK SIGNATURES, PLUS 3 COPIES AND ONE ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
- **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **BIDDERS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER COUNTY-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

## BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 5011 – As-Needed Environmental Consulting Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **Debarment / Suspension Policy**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
  - **Iran Contracting Act (ICA) of 2010**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
  - **General Environmental Requirements**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]
  - **Small Local Emerging Business Program**  
[<http://acgov.org/auditor/sleb/overview.htm>]
  - **First Source**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - **Online Contract Compliance System**  
[<http://acgov.org/auditor/sleb/elation.htm>]
  - **General Requirements**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
  - **Proprietary and Confidential Information**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]
6. The undersigned acknowledges that Bidder will be 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 associated Bid Documents.

7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.
10. 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](#)); **OR**
  - ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
    - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
    - Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Bidder: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## BID FORM

**COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted below and bidders time and materials rate sheet shall include all taxes, labor, materials, travel expenses, deliverables/reports, and all other charges required to complete the hypothetical project described in the Scope of Services on pages 6 and 7 of Exhibit A.

<b>Daily Shift Rate (8 Hours)</b> Include all necessary labor, equipment, travel, supplies, cellular phone, project management time, on-site meetings, report writing, etc. to complete the hypothetical project described in the Scope of Services (sample) on the following page.	\$_____/SHIFT
<b>Number of Shifts required</b>	5
<b>Lump Sum Bid Total = Daily Shift Rate x 5</b>	\$

In addition to this form, bidders are also required to submit a complete **time & materials rate sheet** that includes rates for swing shift and weekend work. The time & materials rate sheet will not be included in the evaluation of proposal cost.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

## SCOPE OF SERVICES (sample)

Bidders are required to submit a bid using Exhibit A, Bid Form on Page 5, for the hypothetical project described below.

---

Please provide a cost estimate for providing on-site monitoring of an asbestos abatement project at the following address – 1221 Oak Street, Oakland, CA (see enclosed Site Drawing).

The scope of work for the job is asbestos abatement of 2,000 square feet of 9x9 inch floor tile and mastic in one room. The project will last for five consecutive days and will be conducted from Friday through Tuesday. The work hours for completing the job will be Friday, Monday and Tuesday; 5:00 p.m. – 1:30 a.m., with a half hour lunch break from 9:00 p.m. – 9:30 p.m.; and Saturday through Sunday, 9:00 a.m. – 5:30 p.m., with a half hour lunch break from 1:00 p.m. – 1:30 p.m.

On-site activities must be conducted by either a California Certified Asbestos Consultant (CAC) or a California Certified Site Surveillance Technician (CSST). If a CSST will be performing on-site activities, then the CSST must be under the direct supervision of a CAC.

All air samples collected for the job will be analyzed by the on-site CAC or CSST by means of Phase Contrast Microscopy (PCM). The on-site CSST or CAC must have National Institute of Occupational Safety and Health (NIOSH) 582 training or its equivalent for on-site analysis of PCM samples, must be a current participant in the American Industrial Hygiene Association's (AIHA) Proficiency Analytical Testing (PAT) Program, and have all necessary functioning equipment (microscope, slides, etc.) to analyze air samples on-site by PCM.

Daily on-site activities may include, but are not limited to, the following:

- Reviewing worker documentation;
- Performing pre and post abatement visual inspections of containments and work areas;
- Recording daily monitoring notes that include field diagrams of work areas and sample location;
- Collecting daily air samples and final air clearance samples;
- Monitoring activities of the asbestos abatement contractor for federal, state, and local regulatory compliance and industry care standards; Characterizing waste streams and documenting quantities of waste removed; and,
- Signing all waste manifests and verifying that all waste manifests are properly filled out. Retain all generator copies of manifests. Forward the appropriate copies to the County.
- Deliverables will include a final report that will contain all of the items noted on GSA's attached Asbestos Project Checklist/Closeout. The final report is due within 30 days upon completion of on-site field work.

## ASBESTOS PROJECT CHECKLIST/CLOSEOUT

\*Information in the Asbestos Project Checklist/Closeout must be incorporated into a final report that is required to be submitted to the County within 30 days of project completion.

Building No. \_\_\_\_\_

Project No. \_\_\_\_\_

Project Location:

Date(s) of Project Work:

Description of Work Completed:

Project Documentation Checklist (attach documentation):

- |   |  |
|---|--|
| _____ Scope of Services provided                    | _____ Perimeter air monitoring results         |
| _____ Drawing/floor plan showing work area location | _____ Clearance air monitoring results         |
| _____ Description of containment set-up             | _____ Certificate of Re-occupancy              |
| _____ Description of abatement methods used         | _____ Air sample data sheets                   |
| _____ Visual inspection results                     | _____ Laboratory data sheets, chain of custody |
| _____ Non-hazardous waste manifest                  | _____ Hazardous waste manifest                 |
| _____ Drawing/floor plan with sample locations      | _____ Chain of Custody for bulk samples        |
| _____ Laboratory data sheets for bulk samples       |  |

## REQUIRED DOCUMENTATION AND SUBMITTALS

**All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).**

- ☐ 1. **Title Page:** Show RFP number and title, your company name and address, name of the contact person (for all matters regarding the RFP response), telephone number and proposal date.
- ☐ 2. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- ☐ 3. **Letter of Transmittal:** Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three pages in length and should be easily understood.
- ☐ 4. **Bidder's Qualifications and Experience:** Provide a description of Bidder's capabilities pertaining to this RFP. This description should not exceed five (5) pages and should include a detailed summary of Bidder's experience relative to RFP requirements described herein, including references.
- ☐ 5. **Key Personnel Qualifications and Experience:** Please submit a matrix/table similar to the one presented below to identify your project team and their applicable certifications/qualifications. The columns that have been utilized should be the minimum column/categories used for your submission. You may add additional columns for certifications that you think may help further demonstrate a person's desirable qualifications (i.e. DPH Certified Lead Related Supervisor, R.G., P.E., REA, etc.)

Full time, local, in-house, non subcontracted Staff/Title***	Number of Years with Firm	CAC	CSST	DPH Lead Inspector/ Risk Assessor	DPH Lead Project Monitor	40 hour Hazwoper	Niosh 582 or Equivalent Training	Most Recent PAT round slide date	CIH
John Doe/Senior Project Manager		X		X		X	X	No slides read in most recent PAT round	
Jessica Doe/Staff Scientist			X		X	X	X	12/15/11	
<b>Subcontracted Staff/Firm</b>									
James Doe/CIH Services			X						




\*\*\*=The County defines “full time, local, in-house, non-subcontracted staff” as a staff person that:

1. is employed by the bidder and receives a W-2 for tax purposes.
2. worked an average of at least 30 hours per week over the preceding year.
3. in an emergency, can be onsite at any location in the County of Alameda within two (2) hours of notification.
4. whose main employment office address is currently at the same location as the bidder.

Bidder shall include resumes for all key personnel listed in the matrix/table. This list must include all key personnel who will provide services to County and show an emphasis in asbestos, lead, mold, indoor air quality, and environmental site assessment consulting as the primary focus of their professional activities. For each person on the list, the following information shall be included:

- (a) The person’s relationship with Bidder, including job title and years of employment with Bidder;
- (b) The role that the person will play in connection with the RFP;
- (c) Whether or not the person is a “full time, local, in-house, non-subcontracted staff”, part time, or subcontracted;
- (d) Address, telephone, fax numbers, and e-mail address;
- (e) The person’s educational background;
- (f) The person’s relevant experience specifically demonstrating participation in the completion of hazardous materials consulting projects; and
- (g) Proof of required certifications, licenses, trainings (copies of certificates).

6     **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.

☐

**(a) Bidder Information and Acceptance:**

- (1) Every Bidder must select one choice under Item 10 of page 3 of Exhibit A and must fill out and submit a signed page 4 of Exhibit A.

☐

**(b) SLEB Partnering Information Sheet:**

- (1) Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page 11 of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s)

with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.



**(c) References:**

- (1) Bidders must use the templates on pages 12-13 of this Exhibit A – Bid Response Packet to provide references.
- (2) Bidders are to provide a list of 3 current and 3 former clients. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
  - Bidders must verify the contact information for all references provided is current and valid.
  - Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
  - Bidders may not use the County of Alameda General Services Agency as a reference. Other County of Alameda Agencies may be used (i.e. Public Works, Social Services, etc.).
- (3) The County may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.



**(d) Exceptions, Clarifications, Amendments:**

- (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 14 of this Exhibit A – Bid Response Packet.
- (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

**SMALL LOCAL EMERGING BUSINESS (SLEB)  
PARTNERING INFORMATION SHEET**

**RFP No. 5011 – As-Needed Environmental Consulting Services**

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

Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](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 considered 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. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

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

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

County departments and the OCCR will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <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: \_\_\_\_\_

☐ **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: \_\_\_\_\_ Date: \_\_\_\_\_

**Upon award, prime Contractor and all SLEB subcontractors** that receive contracts as a result of this bid process 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: \_\_\_\_\_



## CURRENT REFERENCES

### RFP No. 5011 – As-Needed Environmental Consulting Services

**Bidder Name:** \_\_\_\_\_

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

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

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



## FORMER REFERENCES

### RFP No. 5011 – As-Needed Environmental Consulting Services

**Bidder Name:** \_\_\_\_\_

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

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

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



## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP No. 5011– As-Needed Environmental Consulting Services

**Bidder Name:** \_\_\_\_\_

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.

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

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Vendor takes exception to...</i>

\*Print additional pages as necessary



## EXHIBIT B

# INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

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

**\*\*\* SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS \*\*\***



**EXHIBIT B**  
**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:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> 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 during the entire term of the Agreement and until 3 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.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> 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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at 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.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

Certificate C-2C with EO Page 1 of 1 (Rev. 3/24/15)