

# **COUNTY OF ALAMEDA**

## **REQUEST FOR PROPOSAL No. 9002015ETX**

for

#### **Environmental Treatment Services**

For complete information regarding this project, see RFP posted at <a href="http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp">http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp</a> or contact the County representative listed below. Thank you for your interest!

**Contact Person: April Williamson, Contract Manager** 

Phone Number: (510) 567-8255

E-mail Address: april.williamson@acgov.org

**RESPONSE DUE** 

by

2:00 p.m.

on

November 10, 2015

at

Alameda County Healthy Homes Department 2000 Embarcadero, Suite #300 Oakland, CA 94606



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# **COUNTY OF ALAMEDA**

# REQUEST FOR PROPOSAL No. 9002015ETX SPECIFICATIONS, TERMS & CONDITIONS

for

#### **Environmental Treatment Services**

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#### I. STATEMENT OF WORK

#### A. <u>INTENT</u>

It is the intent of these specifications, terms and conditions to describe customized low cost environmental treatment services in residential properties in Alameda County under the direction of the Alameda County Community Development Agency's Healthy Homes Department.

The County intends to award a one year contract (with option to renew) to the bidder(s) selected as the lowest responsible bidder whose response meets the County's requirements.

It is the intent of these specifications, terms and conditions to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products. Specific requirements from the County's Sustainability Program that are related to this Bid are included in the appropriate Bid sections.

#### B. <u>SCOPE</u>

The Alameda County Community Development Agency's (CDA) Healthy Homes Department requests bids for the performance of customized low cost environmental treatments including treatments to reduce allergens and pests in approximately 275 homes of children being treated for asthma or respiratory distress in Alameda County. The services are intended to improve the health of asthmatic children by improving indoor air quality, reduce allergen levels and pest habitability and reinforce the education provided by CDA Healthy Homes Project staff in order to reduce emergency room visits and hospitalizations due to asthma.

#### C. BACKGROUND

These services are part of required activities under the Pay for Success Initiative to provide healthy housing assessment, education and interventions to low income families with children and adolescents diagnosed with asthma or respiratory distress. Required services include conducting environmental treatments following assessment of the unit and education to the occupants. The Department's intent is to use multiple contractors in order to reduce scheduling problems for occupants and complete interventions at a faster pace.

#### D. <u>BIDDER QUALIFICATIONS</u>

- 1. Bidder <u>and</u> all key personnel assigned to the project shall be regularly and continuously engaged in the business of providing healthy housing environmental treatments in residential properties for at least five (5) years.
- 2. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
- 3. Bidder's team leader must be bilingual in Spanish and English.
- 4. Staff capacity for completion of minimum of eighteen (18) client projects per week.
- 5. Demonstrated experience, knowledge and understanding of healthy homes principles.
- 6. Bidder(s) must have a vehicle, valid driver's license, and vehicle insurance.

#### E. SPECIFIC REQUIREMENTS

The environmental treatment will include the following:

- 1. Complete unit vacuuming with a HEPA filtered vacuum cleaner
- 2. Wet cleaning of all hard-surface floors including under stove and refrigerator
- 3. Application of boric acid powder under and behind refrigerator and stove
- 4. Application of dust mite/flea control solution on carpeted surfaces

Additional services as needed based on condition of client residence:

- 1. Mold cleaning
- 2. Wall furnace cleaning
- 3. Bathroom exhaust cleaning

Integrated Pest Management Services for pest infestation (rodents, cockroaches)

#### F. DELIVERABLES / REPORTS

1. Bidder will provide service provider certification upon completion of work in each residential unit.

# II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION		
Request Issued	September 25, 2015		
Written Questions Due	by 5:00 p.m. on October 9, 2015		
Networking/Bidders Conference #1  (conference option enabled for remote participation)	Wednesday, October 7, 2015 10:00 – 11:00 a.m.	at: Alameda County Healthy Homes Department, Large Conference Room 2000 Embarcadero, Suite #300 Oakland, CA 94606	
		OR remotely @ Conference Call Number: 1-888-278-0296 Participant Access Code: 2147634#	
Networking/Bidders Conference #2	Friday, October 9, 2015 2:00 – 3:00 p.m.	at: Alameda County Healthy Homes Department, Large Conference Room	
(conference option enabled for remote participation)		2000 Embarcadero, Suite #300 Oakland, CA 94606	
		OR remotely @ Conference Call Number: 1-888-278-0296 Participant Access Code: 2147634#	
Addendum Issued	October 13, 2015		
Response Due	November 10, 2015 @ 2:00 p.m.		
Evaluation Period	November 16 – 20, 2015		
Vendor Interviews	November 23 – 25, 2015		
Board Letter Recommending Award Issued	January 12, 2016		
Board Consideration Award Date	January 12, 2016		
Contract Start Date	January 15, 2016		

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

#### G. <u>NETWORKING / BIDDERS CONFERENCES</u>

- 1. The bidders conferences held on 10/7/15 and 10/9/15 will have a conference call option enabled for remote participation. Bidders may also attend this conference in person.
- 2. Networking/bidders conferences will be held to:
  - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships 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.
- 3. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conference(s).
- 4. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

## III. COUNTY PROCEDURES, TERMS, AND CONDITIONS

## H. <u>EVALUATION CRITERIA / SELECTION COMMITTEE</u>

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC). The County Selection Committee may be composed of County staff and other parties that may have expertise or experience in Environmental Treatment services. The CSC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the CSC.

All contact during the evaluation phase shall be through the Alameda County Healthy Homes department only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the CSC may result in disqualification of Bidder.

The CSC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the County intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the County. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria. The County may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

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

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that

will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

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

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

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

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	Completeness of Response:	
	Responses to this RFP must be complete. Responses that	
	do not include the proposal content requirements	
	identified within this RFP and subsequent Addenda and do	Pass/Fail

	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.	
В.	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 <a href="https://www.sam.gov">www.sam.gov</a> .	Pass/Fail
C.	Technical Criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response:  1. Ancillary Services - A comparison will be made of the proposed services with the requirements of this RFP.  Credit will be given for convenience, responsiveness and technical expertise.	5 Points
D.	Cost: The points for Cost will be computed by dividing the amount of the lowest responsive bid received by each bidder's total proposed cost.  While not reflected in the Cost evaluation points, an evaluation may also be made of:	
	<ol> <li>Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?);</li> <li>Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and</li> <li>Affordability (i.e., the ability of the County to finance the Environmental Treatment services).</li> </ol>	
	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.	25 Points
Ε.	Implementation Plan and Schedule: An evaluation will be	5 Points
	implementation rian and schedule. All evaluation will be	ט ו טווונט

	made of the likelihood that Bidder's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County's schedule.	
F.	<ul> <li>Relevant Experience:</li> <li>Proposals will be evaluated against the RFP specifications and the questions below:</li> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ul>	15 Points
1.	<ul> <li>Understanding of the Project:</li> <li>Proposals will be evaluated against the RFP specifications and the questions below:</li> <li>1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?</li> <li>4. Has the proposer demonstrated that it understands the County's time schedule and can meet it?</li> </ul>	10 Points
J.	<ul> <li>Methodology: Proposals will be evaluated against the RFP specifications and the questions below: <ol> <li>Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> </ol> </li> <li>Does the methodology interface with the County's time schedule?</li> </ul>	10 Points
G.	Overall Proposal	20 Points
н.	References (See Exhibit A – Bid Response Packet) Points	
	are not included in preliminary score	5 Points
I.	Oral Presentation and Interview:	
	The oral presentation by each bidder shall not exceed sixty	E Daiwa
	(60) minutes in length. The oral interview will consist of	5 Points

standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview. Points are not included in preliminary score	
SMALL LOCAL EMERGING BUSINESS PREFERENC	E
Local Preference: Points equaling five percent (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.	Five Percent (5%)
Small and Local or Emerging and Local Preference: Points equaling five percent (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.	Five Percent (5%)

#### I. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the CSC and/or other persons designated by the County will meet with the Contractor to evaluate the Environmental Treatment Services performance and to identify any issues or potential problems.

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

- 1. Contractor has complied with all terms of this RFP; and
- Any problems or potential problems with the proposed the Environmental Treatment Services were evidenced which make it unlikely (even with possible modifications) that such the Environmental Treatment Services have met the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's the Environmental Treatment Services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for the removal of equipment/system at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

#### J. <u>NOTICE OF RECOMMENDATION TO AWARD</u>

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 the Healthy Homes Department. The document providing this notification is the Notice of Recommendation to Award.

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

- a. The name of the bidder being recommended for contract award; and
- b. The names of all other parties that submitted proposals.
- 2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid.
  - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
  - b. Debriefing may include review of successful bidder's proposal with redactions as appropriate.
- 3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

#### K. TERM / TERMINATION / RENEWAL

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

#### L. <u>BRAND NAMES AND APPROVED EQUIVALENTS</u>

1. Any references 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. Bidders may offer any equivalent product that meets or exceeds the specifications. Bids based on equivalent products must:

- a. Clearly describe the alternate offered and indicate how it differs from the product specified; and
- b. Include complete descriptive literature and/or specifications as proof that the proposed alternate will be equal to or better than the product named in this bid.
- 2. The County reserves the right to be the sole judge of what is equal and acceptable and may require Bidder to provide additional information and/or samples.
- 3. If Bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

#### M. QUANTITIES

Quantities listed herein are annual estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

#### N. PRICING

- 1. Prices quoted shall be firm for the first twelve months of any contract that may be awarded pursuant to this RFP.
- 2. Price escalation for the second and third years of any contract awarded as a result of this RFP shall not exceed the percentage increase stated by Bidder on the Bid Form, Exhibit A Bid Response Packet.
- 3. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
- 4. 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.
- 5. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
- 6. Taxes and freight charges:
  - a. The price(s) quoted shall be the total cost the County will pay for this project including Sales, Use, or other taxes, and all other charges.

- b. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by County, will be paid by the County unless expressly included and itemized in the bid.
- c. Amount paid for transportation of property to the County of Alameda is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as Alameda County; as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
- 7. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
- 8. Price quotes shall include any and all payment incentives available to the County.
- 9. 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.
- 10. 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.
- 11. 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.

#### O. AWARD

- 1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee."
- 2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and

attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.

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, <u>Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.</u> 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): 561720 Janitorial Services.

A small business is defined by the <u>United States Small Business Administration</u> (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) 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 (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) 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. The County reserves the right to award to a single or multiple Contractors.
- 6. The County has the right to decline to award this contract or any part thereof for any reason.
- 7. Board approval to award a contract is required.
- 8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.

- 9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:
  - http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf

The template contains minimal Agreement boilerplate language only.

10. 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.

#### P. METHOD OF ORDERING

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

#### Q. <u>INVOICING</u>

- 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 thirty (30) days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
- 3. County shall notify Contractor of any adjustments required to invoice.
- 4. Invoices shall contain County PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
- 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 as agreed upon, not to exceed the total RFP quoted in the bid response.

#### R. <u>LIQUIDATED DAMAGES</u>

- A deduction for liquidated damages of \$100.00 per project will be assessed for not meeting (performance requirements) as prescribed in the section entitled "Specific Requirements."
- 2. It being impracticable or extremely difficult to fix the actual damage, the amount set forth above is hereby agreed upon as liquidated damages and will be deducted from any money due the Contractor under any contract which may be awarded to Contractor arising from the RFP. Should the amount of the damages exceed the amount due, the Contractor's sureties shall be liable for the excess.
- 3. In the event the Contractor's performance and/or deliverable projects have been deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and or deliverable projects are deemed satisfactory.

#### S. ACCOUNT MANAGER / SUPPORT STAFF

- 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.
- 3. Contractor account manager shall be familiar with County requirements and standards and work with the Alameda County Healthy Homes Department staff to ensure that established standards are adhered to.

4. Contractor account manager shall keep the County Specialist informed of requests from departments as required.

#### IV. INSTRUCTIONS TO BIDDERS

#### T. <u>COUNTY CONTACTS</u>

The Alameda County Community Development Agency/Healthy Homes Department is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the Healthy Homes 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 October 9, 2015 to:

April Williamson, Contract Manager 2000 Embarcadero, Suite #300 Oakland, CA 94606

E-Mail: april.williamson@acgov.org

PHONE: (510) 567-8255

The GSA Contracting Opportunities website will be the official notification posting place of all Requests for Interest, Proposals, Quotes and Addenda. Go to <a href="http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp">http://www.acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp</a> to view current contracting opportunities.

#### U. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Alameda County Healthy Homes Department 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 Alameda County Healthy Homes 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:

Environmental Treatment Services RFP No. 9002015ETX Alameda County Healthy Homes Department 2000 Embarcadero, Suite #300 Oakland, CA 94606

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

\*PLEASE NOTE that on the bid due date, the front desk will be open between 8:30 a.m. – 5:00 p.m.

3. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus 2 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 <u>must</u> also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an <u>exact</u> 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.

- 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 Selection Committee has completed its evaluation, an recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) 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 receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
- 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 one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

#### V. 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 <u>must</u> 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:

  <a href="http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm">http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm</a> for more information regarding Proprietary and Confidential Information policies.



# EXHIBIT A BID RESPONSE PACKET

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 (1) ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS TWO COPIES AND ONE (1) 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 <u>ANY</u> CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE <u>MUST</u> 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. 9002015ETX Environmental Treatment 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:

#### Bid Protest/Appeals Process

The Community Development Agency/Healthy Homes 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/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.

- Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the County's Community Development Agency Director, or designee, located at 224 W. Winton Ave., Room 110, Hayward, CA 94544, Fax: 510-670-6374 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.
  - The Bid protest must contain a complete statement of the reasons and facts for the protest.
  - The protest must refer to the specific portions of all documents that form the basis for the protest.
  - The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
  - The County Agency/Department will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
- Upon receipt of written protest, Community Development Agency Director, or designee, will review and evaluate the protest and issue a written decision. The Community Development Agency Director, or designee may, at his or her 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.

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 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.

- The decision of the Community Development Agency Director, or designee, on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose Bid is the subject of the protest, all Bidders affected by the Community Development Agency Director, or designee's decision on the protest, and the protestor have the right to appeal if not satisfied with the Community Development Agency Director, or designee decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Community Development Agency Director, or designee 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 Community Development Agency Director, or designee, shall not be considered under any circumstances by the Community Development Agency or the Auditor-Controller OCC.
  - The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
  - In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC 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.
  - The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Community Development Agency Director, or designee. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by the Community Development Agency Director, or designee, and will determine whether to uphold or overturn the protest decision.
  - The Auditor's Office may overturn the results of a bid process for ethical violations by Community Development Agency 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.
  - The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
- 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 Supervisor or the Community Development Agency.

- 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.
- 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]
- <u>First Source</u>
   [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 u	ndersigned acknowledges <u>ONE</u> of the following (please check only one box):		
		Bidder is not local to Alameda County and is ineligible for any bid preference; <b>OR</b>		
		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 <u>SLEB PARTNERING INFORMATION SHEET</u> ); <b>OR</b>		
		Bidder is LOCAL to Alameda County and is requesting 5% bid preference, <u>and has attached the following documentation to this Exhibit</u> :		
		<ul> <li>Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and</li> </ul>		
		<ul> <li>Proof of six (6) 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</li> </ul>		

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	cone):	
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		

#### **BID FORM(S)**

**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 shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

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.

Refer to Section II (B) Scope for more detail of the services.

DESCRIPTION	UNIT OF MEASURE	ESTIMATE QUANTITY	UNIT COST	EXTENDED COST
Standard Services	Per unit	275	01	
Additional Services (as needed):	~7//		P	
-Mold Cleaning	Per room	100		
-Wall furnace cleaning	each	100		
-kitchen exhaust fan cleaning	each	100		
-Bathroom exhaust fan cleaning	each	100	* /	
-Removal of grime/grease in the kitchen	each	100		
-Carpet cleaning	Per room	100		
-Ceiling fan cleaning	each	100		
IPM Services for Cockroaches	room	150		
	11-01	1		
			TAX	
TOTAL COST				

### **REQUIRED DOCUMENTATION AND SUBMITTALS**

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid

in the	e order	listed	n order for a bid to be deemed complete. Bidders shall submit all documentation, below and clearly label each section with the appropriate title (i.e. Table of Transmittal, Key Personnel, etc.).		
	1.	<b>Table of Contents</b> : 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.			
	2.	and a provi Prope	<b>Letter of Transmittal</b> : Bid responses shall include a description of Bidder's capabilities and approach in providing its Environmental Treatment 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 (3) pages in length and should be easily understood.		
	3.		oit A – Bid Response Packet: Every bidder must fill out and submit the complete oit A – Bid Response Packet.		
		(a)	Bidder Information and Acceptance:		
			(1) Every Bidder must select one choice under Item 10 of page 5 of Exhibit A and must fill out, submit a signed page 6 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, the Exhibit 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 and 13 of this Exhibit A – Bid Response Packet to provide references.		
			(2) Bidders are to provide a list of three current and three 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. The County may contact some or all of the references provided in order to (3) 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:** This shall include clarifications, exceptions and amendments, if any, to the (1)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. **Key Personnel**: Bid responses shall include a complete list of all key personnel 4. associated with the RFP. This list must include all key personnel who will provide services/training to County staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included: The person's relationship with Bidder, including job title and years of employment (a) with Bidder; The role that the person will play in connection with the RFP; (b) Address, telephone, fax numbers, and e-mail address; (c) Person's educational background; and (d) Person's relevant experience, certifications, and/or merits. (e) 5. **Description of the Proposed Services**: Bid response shall include a description of the terms and conditions of services to be provided during the contract term including response times. The description shall contain a basis of estimate for services including its scheduled start and completion dates, the number of Bidder's and County personnel involved, and the number of hours scheduled for such personnel. The description shall identify spare or replacement parts that will be required in performing maintenance services, the anticipated location(s) of such spare parts, and how quickly such parts shall be available for repairs. Finally, the description must: (1) specify how the services in the bid response will meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County; and (3) identify any limitations or restrictions of Bidder in

providing the services that the County should be aware of in evaluating its Response to

this RFP.

6. **Credentials**: Copies of any licenses, certifications, or other third party verification of credentials stated as BIDDER QUALIFICATIONS in the RFP must be submitted with the bid response; Documents must be clearly identified as to which requirement they are responsive.



# SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

#### RFP No. 9002015ETX – Environmental Treatment Services

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

Bidders not meeting the <u>definition of a SLEB</u> (<a href="http://acgov.org/auditor/sleb/overview.htm">http://acgov.org/auditor/sleb/overview.htm</a>) are required to subcontract with a SLEB for at least twenty percent (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 (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <a href="http://www.elationsys.com/elationsys/">http://www.elationsys.com/elationsys/</a>).

BIDDER IS A CERTIFIED SLEB (sign at bottom of p	age)	T			
SLEB BIDDER Business Name:					
SLEB Certification #: SLEB Certification Expiration Date:					
NAICS Codes Included in Certification:					
* =					
BIDDER IS <u>NOT</u> A CERTIFIED SLEB AND WILL SUB GOODS/SERVICES:	CONTRACT% WITH THE SLEB NAMED BELO	OW FOR 1	THE FOLLOWING		
SLEB Subcontractor Business Name:					
SLEB Certification #: SLEB Certification Expiration Date:					
SLEB Certification Status: Small / Emerging  NAICS Codes Included in Certification:					
SLEB Subcontractor Principal Signature:	Da	te:			
Upon award, prime Contractor and all SLEB subcor and use the secure web-based ELATION SYSTEMS. E including, but not limited to, subcontractor contract	LATION SYSTEMS will be used to submit SLEB sub	contracto	or participation		
Bidder Printed Name/Title:					
Street Address:	City	State	Zip Code		
Ridder Signature:	Date:				



#### **CURRENT REFERENCES**

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**

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:
	Contact Person: Telephone Number:



# **EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

Bidder Na	me:		
			ons, exceptions and amendments, if any, to the RFP and associated your bid response.
The Count		o obligation	to accept any exceptions and such exceptions may be a basis for bid
F	Reference to	<b>)</b> :	Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Vendor takes exception to

<sup>\*</sup>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 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 ***

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
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
Commercial or Business Automobile Liability 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
Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees Professional Liability/Errors and Omissions	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease \$1,000,000 per occurrence
Includes endorsements of contractual liability. If written on a claims made form, see Item 2 below for additional requirements.  Employee Dishonesty and Crime	\$2,000,000 project aggregate \$1,000,000 per occurrence

#### **Endorsements and Conditions:**

- ADDITIONAL INSURED: All insurance required above with the exception of Personal 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.
- 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 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.
- 3. REDUCTION OR LIMIT OF OBLIGATION: 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.
- 4. INSURER FINANCIAL RATING: 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.
- 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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- 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".
- 7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.

**CERTIFICATE OF INSURANCE:** 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.

Certificate C-12 (Rev. 12/09/14)



# EXHIBIT C VENDOR BID LIST

#### RFP No. 9002015ETX - Environmental Treatment Services

Below is the Vendor Bid List for this project consisting of vendors who have been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program: <a href="http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm">http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm</a>.

Business Name	Contact Name	Contact Phone	Address	Email
Alpha Cleaning			529 Ravenna Way	
Services	Serky Tefera	( 510 ) 485-8282	Hayward, CA 94545-9454	serktefera@yahoo.com
			5055 Sheridan Road, Suite B	
Anthony J. Smith			Pleasanton, CA	
Janitorial	Anthony J. Smith	( 925 ) 963-0454	94586	erinexpress64@gmail.com
California Ultimate	, , , , , ,	(11111111111111111111111111111111111111	1607 53rd Ave	
Cleaners LLC	Jennifer Rosato	(510)575-3762	Oakland, CA 94601	californiaultimatecleanersllc@aol.com
Champion Carpet &		, ,	2389 Verna Court	joseph@championcarpetandwoodservic
Wood Services	Joseph Lim	(510)352-5200	San Leandro, CA 94577	es.com
Consolidated	·	, ,	2515 Willow St	
Cleaning Services Inc	Joanne King	(510) 250-1825	Oakland, CA 94607	joanne@consolidated-cleaning.com
<u> </u>	,	(117, 117, 117, 117, 117, 117, 117, 117,	6681 Foothill Blvd	
D A D Services Inc	Donald Jacko	(510)568-5632	Oakland, CA 94605	djacko5951@gmail.com
Dependable Janitorial	Donald Ray Jacko,	(11,11111111111111111111111111111111111	6681 Foothill Blvd	ajucko3331@gmail.com
Svc	Sr	(510)568-5951	Oakland, CA 94605	djacko5951@sbcglobal.net
			23762 Foley Street, Suite 3	
DSP Services Inc	Dawn Wallace	(510)782-2200	Hayward, CA 94545	dawn@dspjanitorial.com
			675 Hegenberger Road Ste	
Empire Engineering &			216	
Construct	Clifton Burch	( 510 ) 632-6500	Oakland, CA 94621	cburch@empireconstructionsf.com
First Building			2103 MacArthur Blvd.	
Maintenance Industries	Booker Clark	(510)482-8900	Oakland, CA 94602	booker@1stmaint.com
GREEN CLEAN A	Deborah Walker		3116 Fruitvale Ave	
SCENE, INC	Lewis	( 877 ) 318-3888	Oakland, CA 94602	cleanascene@yahoo.com
J S Building			35801 Plumeria Way	
Maintenance Service	Sukhdev Sandhu	(510)896-8069	Fremont, CA 94536-2659	devid@jsbuilding.com
			3430 Middleton Ave	
Jackson Recycling &			Castro Valley, CA 94546-	
Maintenance	Willie Jackson	( 510 ) 326-5809	2042	jacksonrecycling@comcast.net
			1035 San Pablo Ave # 12	
K & S Co Inc	Robert Sasaki	( 510 ) 528-1900	Albany, CA 94706-2277	rsasaki@kands.com
Lotus Cleaning			1535 MacArthur Blvd.	
Services	Rebecca Tarver	(510) 452-0755	Oakland, CA 94602	lotusclean@comcast.net

Business Name	Contact Name	Contact Phone	Address	Email
			2440 Wilbur Street	
Manos Janitorial Inc	Otto Rodriguez	( 510 ) 482-8560	Oakland, CA 94602	Ottrdrgz@yahoo.com
Property Integrity			PO Box 763	
Maintenance, Inc	Dion Williams	(707) 277-4944	Vacaville, CA 95696	integrityproperti@sbcglobal.net
Seasonal Window			1445-B 8th Street	
Cleaning	Don Dunbar	(510)710-2438	Oakland, CA 94607	seasonal.windowcleaning@gmail.com
Tatum's Janitorial			31022 Union City Blvd.	
Service & Supply	Doug Tatum	(510) 489-6611	Union City, CA 94587-0372	dmtatum@sbcglobal.net
Tidy Trina's Cleaning			351 Warren Ave	
Service	Trina Lagomarsino	(510)688-0453	San Leandro, CA 94577	tidytrina@sbcglobal.net
TriValley Janitorial			313 Earhart Way	
Service & Supply Inc	Cheri Kurl	( 925 ) 443-1653	Livermore, CA 94551-9552	cheri@tvjan.com
			8711 MacArthur Blvd.	
Youth UpRising	Dyese Hunt	(510)777-9909	Oakland, CA 94605-9460	dhunt@youthuprising.org

