

COUNTY OF ALAMEDA

REQUEST FOR PROPOSAL NO. 2

for

CONFINED SPACE RESCUE SERVICES

Contract Manager: David Lewis

Phone Number: (510) 670-5599

E-mail Address: davidl@acpwa.org

RESPONSE DUE

by

2:00 p.m.

on

August 28 2015

at

Alameda County Public Works Agency

951 Turner Court, Room 100

Hayward, CA 94545

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe the Confined Space Rescue Services being requested by the Alameda County Flood Control and Water Conservation District (County).

The County intends to award a 3-year contract (with option to renew for up to 2 years) to the Contractor(s) whose response conforms to this RFP, meets the County's requirements, and that provides the greatest value to the County.

B. BACKGROUND

The County owns a number of storm water lift stations, miles of underground culverts, street manholes, enclosed pits, etc., which are categorized as Confined Spaces under California Occupational Safety and Health Administration (Cal-OSHA) regulations. In order to provide routine and emergency maintenance and repair of these facilities, County staff must enter the spaces to perform work. As part of this work the County needs qualified, competent, trained, and professional Confined Space Standby and Rescue personnel to meet OSHA requirements and ensure the safety of County staff.

The County is seeking a Contractor to work side by side with County staff to provide as-needed services and to ensure that proper equipment is being used and correct procedures are being followed to maintain compliance and safety.

C. SCOPE

The Contractor shall furnish all labor, materials, equipment, workmanship, transportation and services required to perform Confined Space Services at various locations in Alameda County.

While most locations for Rescue Services work are located in the western part of the County such as the Cities of Oakland, Hayward and Fremont, rescue services may be required in any area of the County.

D. CONTRACTOR QUALIFICATIONS

1. Contractor **and** all key personnel assigned to the project shall have been regularly and continuously engaged in the business of providing Confined Space Rescue Services for at least three (3) years.
2. Contractor shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP.

E. SPECIFIC REQUIREMENTS

Contractor's success in ensuring the safety of staff working in confined spaces is dependent upon building and sustaining trust with staff working under potentially dangerous conditions. In this regard the County will expect nothing less than the highest standards of professionalism, courtesy and decorum from the firm awarded a contract pursuant to this RFP. Such conduct is not merely the County's expectation, but will be considered an essential contract term with which the contractor will be expected to comply to the same degree as other contract provisions.

The Contractor will also be required to meet and/or provide the following:

1. Staff fully trained and certified in all aspects of Confined Space standby and technical rescue operations under routine and emergency conditions including Immediately Dangerous to Life or Health atmospheres;
2. All equipment necessary to ventilate various spaces, to protect personnel from falls and for extraction of staff when necessary, all communication equipment necessary, all personal and confined space atmospheric testing and monitoring equipment, all equipment necessary for standby and rescue staff to fully perform their functions, and any other equipment necessary for the services requested. All equipment must be fully tested, calibrated and certified for the intended use and shall be maintained in a safe condition at all times. The Contractor must own all above described equipment at the time of contract initiation;
3. At a minimum, all personal and confined space atmospheric testing and monitoring equipment shall measure oxygen, flammables, carbon monoxide and hydrogen sulfide. Depending on the atmospheric hazards, other air contaminants may need to be measured as determined by the Contractor's Confined Space Entry Supervisor. Monitors shall have current calibration and be bump tested at the beginning of each day. Calibration

and bump test records shall be made available to the County upon request;

4. Competent staff to promptly assess the location, conditions and other relevant information and to develop and recommend a rescue plan prior to work commencing in a space and to monitor all activities inside and outside the space to ensure safe entry, egress and operations;
5. A fully equipped standby and rescue crew within 24-hours of notification for routine and emergency work; and
6. A rescue team that communicates effectively and works as a team with County personnel in a cooperative, professional manner.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
RFP Issued	July 31, 2015	
Mandatory Site Visit	August 13 @ 10:00 a.m.	at: Industrial Pump Station (Meet at 1563 Crocker Ave, Hayward, CA. Adjacent to station)
Written Questions Due	by 5:00 p.m. on August 19, 2015	
Addendum Issued	August 24 2015	
Proposal Response Due	August 28 by 2:00 p.m.	
Shortlist Compiled	September 4, 2015	
Vendor Interviews	September 10, 2015	
Board Letter Recommending Award Issued	September 24, 2015	
Board Consideration Award Date	October 13, 2015	
Contract Start Date	October 27, 2015	

Note: Board Letter, Award and Contract Start Dates are approximate.

F. PRE-PROPOSAL/SITE VISIT MEETING

A pre-proposal meeting and site visit will be held to:

- a. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarifications.
- b. Provide the County with an opportunity to receive feedback regarding the project and RFP.
- c. Allow Contractors to view an example confined space.

All prospective prime Contractors are required to attend. Proposals from prime Contractors that fail to attend this **mandatory pre-proposal meeting** will be rejected. A pre-proposal meeting has been scheduled for August 13, 2015 at 10:00 a.m. at the Alameda County Industrial Pump Station located at 1200 Industrial Parkway, Hayward. Due to the stations restricted access, Contractors are to meet in the parking lot at 1563 Crocker Avenue, Hayward. This location is adjacent to the station.

II. COUNTY PROCEDURES, TERMS, AND CONDITIONS

G. EVALUATION CRITERIA/SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, Bidders Conference/Site Visit attendance, and Debarment and Suspension) will be evaluated by a County Selection Committee (CSC). The CSC may be composed of County staff and other parties that may have expertise or experience in Confined Space Rescue 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 manager of this RFP, David Lewis, 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 higher weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is one hundred and sixty-five (165) points, including a possible fifteen (15) points for local and small, local and emerging, or local preference points (maximum 10% of final score, 10 points for written and 5 points for interview).

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 three (3) bidders receiving the highest preliminary scores 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.

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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.	Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov .	Pass/Fail
	Pre-Proposal/Site Visit Attendance	Pass/Fail
B.	Proposal Package Completeness: Responses to this RFP must be complete. Responses should include the proposal content requirements identified within this RFP and subsequent Addenda.	0-10 points
C.	Company Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below:	0-15 Points

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	1. How extensive is the company experience on similar projects? 2. What quality are the provided references?	
D.	Resumes of Key Personnel: Proposals will be evaluated against the RFP specifications and the questions below: 1. Do the individuals assigned to the project have experience on similar projects? 2. How extensive is the applicable education and training of the personnel designated to work on the project?	0-15 Points
E.	References: Proposals will be evaluated against the RFP specifications and the questions below: 1. How comparable and similar is referenced work to project? 2. Are references of high quality?	0-15 Points
F.	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: 1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?); 2. Realism (i.e., is the proposed cost appropriate to the nature of the products and services to be provided?); and 3. Affordability (i.e., the ability of the County to finance the services). 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.	0-25 Points
G.	Understanding of the Project: Proposals will be evaluated against the RFP specifications and the questions below: 1. Has bidder demonstrated a thorough understanding of the purpose and scope of the project?	0-10 Points

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	2. How well has the bidder identified pertinent issues and potential problems related to the project? 3. Has the bidder demonstrated understanding of the deliverables the County expects it to provide? 4. Has the bidder demonstrated understanding of the County's time schedule and can meet it?	
H.	Methodology: Proposals will be evaluated against the RFP specifications and the questions below: 1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP? 2. Does the methodology match and contribute to achieving the objectives set out in the RFP? 3. Does the methodology interface with the County's time schedule?	0-10 Points
I.	Oral Presentation and Interview: The oral presentation by each bidder shall not exceed thirty (30) minutes in length. The oral interview will consist of 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.	0-50 Points
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	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 <u>final score</u> 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 <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

H. 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 services and 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
2. Any problems or potential problems with the services were evidenced which make it unlikely (even with possible modifications) that such 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 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 any of Contractor's equipment and shall return County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to reissue this project if it is determined to be in its best interest to do so.

I. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all Contractors will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by the County. 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 Contractor 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 Contractors will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Contractor'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 Contractor'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.

J. TERM/TERMINATION/RENEWAL

1. The term of the contract, 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, whichever 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 thirty (30) days written notice that such function will not be funded for the next fiscal period.
4. 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.

K. QUANTITIES

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 and there is no guarantee as to the number of hours or call-outs worked during the term of this agreement.

L. PRICING

1. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
2. Unless otherwise stated, Contractor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the County.
3. All pricing quoted shall include all labor, transportation, equipment, materials, travel, mobilization, storage, fees, licenses, taxes, permits, and all other items of expense to provide the services required. The Contractor needs to factor all costs when submitting their bid.
4. The County will make every effort to request services with as much advance notice as possible but requires the Contractor be ready and fully able to respond onsite to provide the services under this RFP within twenty-four (24) hours of notice. The County has the right to cancel any scheduled work with twenty-four (24) hours notice at no cost to the County.
5. Pricing will be at the hourly rate quoted and will be paid at a 4-hour minimum for all work scheduled in advance. The Contractor will not be paid for any failure on the Contractor's part to be at the site at the scheduled time and to perform the services required to completion and to the satisfaction of the County.
6. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and County only after completion of the initial term.
7. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
8. A total price is required for this contract and will be the maximum price the County will pay.
9. Price quotes shall include any and all payment incentives available to the County.
10. Contractors 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.

11. 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.
12. 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.

M. 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 Contractor 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 Contractor 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, **Contractors 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): 541690 and 621910

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 (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 Contractors 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 Contractor prior to Board approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Contractor may access a copy of the Standard Services Agreement template 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 Contractor's proposal may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

N. 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 be approved to begin work when requested.
3. POs and payments for 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.

O. 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 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 description of services 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 in an amount not to exceed the total RFP quoted in the bid response.

P. 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 Contractor'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, services 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 PWA Pump Station Supervisor to ensure that established standards are adhered.
4. Contractor account manager shall keep the PWA Pump Station Supervisor informed of requests from departments as required.

IV. INSTRUCTIONS TO BIDDERS

Q. COUNTY CONTACTS

The Alameda County Public Works Agency (PWA) is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through PWA only.

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

For questions regarding this RFP, please contact:

David Lewis

Alameda County Public Works Agency

Phone: (510) 670-5599

E-Mail: davidl@acpwa.org

R. SUBMITTAL OF PROPOSALS

1. All proposals must be received by **2:00 p.m.** on August 28, 2015.
Proposals are to be addressed and delivered as follows:

Confined Space Rescue Services
RFP No. 2
David Lewis
Alameda County Public Works Agency
951 Turner Court, Room 100
Hayward California, 94545

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

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

Proposals will be received only at the address shown above, and by the above time. Any proposals 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 Contractor unopened.

All proposals, whether delivered by an employee of Contractor, 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 Development Services department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

2. Contractors are to submit one (1) 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.

Contractors must 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 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.

3. CONTRACTORS SHALL NOT MODIFY PROPOSAL FORM(S) OR QUALIFY THEIR PROPOSALS. CONTRACTORS SHALL NOT SUBMIT TO THE COUNTY A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE PROPOSAL FORM(S) OR ANY OTHER COUNTY-PROVIDED DOCUMENT.
4. No email (electronic) or facsimile proposals will be considered.
5. All costs required for the preparation and submission of a bid shall be borne by Contractor.
6. Only one proposal 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.
7. All other information regarding the proposal responses will be held as confidential until such time as the County Selection Committee has completed its evaluation, a recommended award has been made by the County Selection Committee, and the contract has been fully negotiated with the 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.
8. Each proposal received, with the name of the Contractor, 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.
9. 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.

10. Contractor 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.
11. The undersigned Contractor certifies that it is, at the time of proposal submittal, 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. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Proposal Documents.
12. The undersigned Contractor certifies that it is not, at the time of proposal submittal, 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).

S. RESPONSE FORMAT

1. Proposal responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for proposals to be considered complete, Contractor **must** provide responses to all information requested. See Exhibit A – Proposal Response Packet.
3. Proposal 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. Proposal 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

PROPOSAL RESPONSE PACKET

Confined Space Rescue Services – RFP No. 2

To: The County of Alameda

From: _____
(Official Name of Bidder)

- AS DESCRIBED IN THE SUBMITTAL OF PROPOSALS SECTION OF THIS RFP, CONTRACTORS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY BID (EXHIBIT A – PROPOSAL RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION, WITH ORIGINAL INK SIGNATURES, PLUS THREE (3) COPIES AND ONE (1) ELECTRONIC COPY OF THE PROPOSAL IN PDF (with OCR preferred)
- ALL PAGES OF THE PROPOSAL 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 CONTRACTOR MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”
- CONTRACTORS SHALL NOT SUBMIT TO THE COUNTY A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – PROPOSAL 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 PROPOSAL
- CONTRACTOR MUST QUOTE PRICE(S) AS SPECIFIED IN RFP
- CONTRACTORS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE PROPOSAL PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR PROPOSALS REJECTED IN TOTAL
- IF CONTRACTORS 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 – PROPOSAL RESPONSE PACKET IN ORDER FOR THE PROPOSAL RESPONSE TO BE CONSIDERED COMPLETE

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet in order for a proposal to be deemed complete. Proposals 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. **Table of Contents:** RFP 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. **Letter of Transmittal:** RFP responses shall include a description of Contractor's capabilities and approach in providing its Confined Space Rescue Services to the County, and provide a brief synopsis of the highlights of the Proposal, Company Profile, 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. **Exhibit A – RFP Response Packet:** Every Contractor must fill out and submit the complete Exhibit A – Bid Response Packet.
- ☐ (a) **Contractor Information and Acceptance:**
 - (1) Every Contractor must select one choice under Item 10 of page 8 of Exhibit A and must fill out and submit a signed page 9 of Exhibit A.
- ☐ (b) **SLEB Partnering Information Sheet:**
 - (1) Every Contractor must fill out and submit a signed SLEB Partnering Information Sheet, (found on page 11 of Exhibit A) indicating their SLEB certification status. If Contractor is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the Contractor 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) Contractors must use the templates on pages 12-13 of this Exhibit A – Bid Response Packet to provide references.
 - (2) Contractors are to provide a list of three (3) current and three (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.

- Contractors must verify the contact information for all references provided is current and valid.
- Contractors are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

- ☐ (3) The County may contact some or all of the references provided in order to determine Contractor'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 RFP Documents, and shall be submitted with your bid response using the templates on page 14 of this Exhibit A – RFP Response Packet.
- (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR PROPOSAL DISQUALIFICATION.**

- ☐ 4. **Key Personnel:** Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services 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:

- (a) The person's relationship with Contractor, including job title and years of employment with Contractor;
- (b) The role that the person will play in connection with the RFP;
- (c) Address, telephone, fax numbers, and e-mail address;
- (d) Person's educational background; and
- (e) Person's relevant experience, certifications, training and/or merits.

- ☐ 5. **Description of the Proposed Equipment:** RFP response shall include a brief list and description of the proposed equipment that the vendor intends to use in meeting their obligations under this RFP. The description shall specify how the proposed equipment will meet or exceed the requirements of the County.

- ☐ 6. **Description of the Proposed Services:** RFP 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 Contractor's methodology, experience on projects of similar scope and size, experience with on-call work, etc. Contractor should address (1) factors that would position your company to meet or exceed the requirements of the County; (2) explain any special resources, procedures or approaches that make the services of Contractor particularly advantageous to the County; and (3) identify any limitations or restrictions of Contractor in providing the services that the County should be aware of in evaluating its Response to this RFP.
- ☐ 7. **Cost:** RFP response shall include a completed signed and dated BID FORM (found on page 10 of Exhibit A). Bid form has County estimated annual quantities only and are not a commitment. No minimum or maximum quantity is guaranteed or implied and payment will be made only on the amount of actual work done.
- ☐ 8. **Credentials:** Copies of any licenses, certifications, or other third party verification of credentials stated as CONTRACTOR QUALIFICATIONS in the RFP must be submitted with the RFP response; Documents must be clearly identified as to which requirement they are responsive.

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Proposal 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 Proposal Documents of Confined Space Rescue Services - RFP No. 2.
3. The undersigned has reviewed the RFP Documents and fully understands the requirements in this Proposal including, but not limited to, the requirements under the County Provisions, and that each Contractor who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Proposal, if accepted by County, will be the basis for the Contractor to enter into a contract with County in accordance with the intent of the RFP 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 Protests / Appeals Process**

Alameda County prides itself on the establishment of fair and competitive contracting procedures and the commitment made to follow those procedures. The following is provided in the event that Contractors wish to protest the RFP process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. RFP protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.
 - 1. Any RFP protest by any Contractor regarding any other Proposal must be submitted in writing to the John Medlock, Deputy Director, Public Works Agency, Maintenance & Operations located at 951 Turner Ct, Hayward, CA 94545, 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 RFP 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 will transmit a copy of the RFP protest to all Contractors as soon as possible after receipt of the protest.

2. Upon receipt of written protest, the Public Works Agency Deputy Director or designee will review and evaluate the protest and issue a written decision. The Public Works Agency Deputy Director 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 or PWA 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 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 Public Works Agency Deputy Director on the RFP 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 Contractor whose Proposal is the subject of the protest, all Contractors affected by the Public Works Agency Deputy Director's decision on the protest, and the protestor have the right to appeal if not satisfied with the Public Works Agency Deputy Director's 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 Public Works Agency Deputy Director, 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 Public Works Agency Deputy Director shall not be considered under any circumstances by the PWA or the Auditor-Controller OCC.
 - 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 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.
 - c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Public Works Agency Deputy Director. 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 Public Works Agency Deputy Director 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 RFP process for ethical violations by PWA 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 RFP protest.

- e. 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 Contractor whose Proposal is the subject of the RFP protest, and all Contractors affected by the decision.
 4. The County will complete the RFP protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor.
 5. The procedures and time limits set forth in this paragraph are mandatory and are each Contractor's sole and exclusive remedy in the event of RFP Protest. A Contractor's failure to timely complete both the RFP 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 RFP 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>]
 - **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 Contractor 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 Proposal Documents.

7. It is the responsibility of each Contractor to be familiar with all of the specifications, terms and conditions and, if applicable, the site conditions. By the submission of a Proposal, the Contractor 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 – Proposal 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):
 - ☐ Contractor is not local to Alameda County and is ineligible for any bid preference; **OR**
 - ☐ Contractor 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**
 - ☐ Contractor 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 (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 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 shall include all crew, equipment, 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 and payment will be made on the actual amount of work done. The bid also includes cost differences for years one, two and three.

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.

Description	Unit of Measure	Estimated Annual Quantity (Hrs)	Year 1		Year 2		Year 3		Year 1 + Year 2 + Year 3
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	
Confined Space Rescue & Standby Team - planned w/24-hour notice	Hourly Rate (4-hour minimum)	160	\$	\$	\$	\$	\$	\$	\$
Confined Space Rescue & Standby Team - emergency call out (less than 24-hour notice)	Hourly Rate (4-hour minimum)	40	\$	\$	\$	\$	\$	\$	\$
Total Annual Cost (ALL ITEMS)			\$		\$		\$		
GRAND TOTAL			\$		\$		\$		\$

DATE _____, 2015

Bidder's Signature

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

Confined Space Rescue Services – RFP No. 2

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>) 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: <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

Confined Space Rescue Services – RFP No. 2

Bidder Name: _____

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

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

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

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

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

FORMER REFERENCES

Confined Space Rescue Services – RFP No. 2

Bidder Name: _____

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

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

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

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

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

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

Confined Space Rescue Services – RFP No. 2

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
A	Commercial General Liability Premises Liability, Products and Completed Operations, Contractual Liability, Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability 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
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: ADDITIONAL INSURED: All insurance required above with the exception of 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. 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. 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. 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. 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. 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". 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.	

EXHIBIT C

VENDOR BID LIST

Confined Space Rescue Services – RFP No. 2

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: <http://www.acgov.org/gsa/departments/purchasing/policy/slebpref.htm>.

<u>Company</u>	<u>Contact</u>	<u>Address</u>	<u>Office</u>	<u>Email</u>	<u>Certified</u>
Air Instrumentation of California Tech Services	Ken Hayes	25789 Dollar St, Suite 1, Hayward, CA 94544	510-690-0181	khayes@gases101.com	Small
Capstone Fire Mgmt, Inc.	Chris Dusa	2240 Auto Park Way, Escondido, CA 92029	831-234-0855	cdusa@capstonefire.com	Non-Local
Ponder Environmental Services, Inc.	Justin Ponder	PO Box 1427, Benicia, CA 94510	707-718-0773	justin.ponder@ponder-env.com	Non-Local
North Tree Fire International	Ben Ward	10674 Ramirez Rd., Marysville, CA 95901	530-743-7530	bward@northtreefire.com	Non-Local
Lee & Associates Rescue	Carl Kustin	PO Box 99, Boulder Creek, CA 95006	831-227-0615	bweber@rescuenet.com	Non-Local
Enviro Safetech, Inc.	Bruce Bahmani	2160 Oakland Rd., San Jose, CA 95131	408-943-9090	bruce@envirosafetech.com	Non-Local
CRS/Safetran	Daniel O'Connell	3330 Seldon Court, Unit 4, Fremont, CA 94539	510-894-0229	Daniel@safetransafety.com	