



## County of Sonoma

# REQUEST FOR PROPOSALS (RFP)

The County of Sonoma is pleased to invite you to respond to a Request for Proposals for

## BIOHAZARD CLEANUP, REMOVAL AND DECONTAMINATION SERVICES

Proposals must be received no later than 2:00 P.M. on September 6, 2023.

### A. INTRODUCTION/PURPOSE

The County of Sonoma (County) seeks proposals from qualified Contractors to provide as needed Biohazard Cleanup, Removal and Decontamination Services throughout the County. Biohazard is any biological or chemical substance considered hazardous to humans, animals, and /or the environment that poses a significant health risk.

#### 1. PROJECT BACKGROUND AND DESCRIPTION

The County has identified the need to contract with qualified contractors for biohazard clean up, removal and decontamination services or materials that could potentially have exposure to or contaminated with controlled substances including opioids, fentanyl or other hazardous materials and related substances on County property. Cleanup may be needed in both interior and exterior environments as well as other locations throughout the County that may include but not limited to, County offices, detention facilities, vehicles, County parks and any location throughout the County that has been identified by County personnel as potentially an at-risk area.

#### 2. DESIRED GOALS/OBJECTIVES/OUTCOMES

This RFP is expected to result in the award of **As-Needed** and / or **Disaster Blanket Purchase Order Agreement(s)** for Biohazard Cleanup, Removal and Decontamination Services. The County does not guarantee any maximum or minimum work under any resulting agreements.

It is the County's intention to issue Blanket Purchase Order Agreement(s) to the successful proposer(s). The County reserves the right and intends to award multiple BPO Agreements to successful proposer(s). The term of the agreement shall be for one (1) year with the option to extend the Blanket Purchase Order Agreement for up to four (4) additional one (1) year periods. The County will exercise its option to annually extend any resulting BPO agreement automatically. Additionally, the County reserves the right to cancel any Blanket Purchase Order Agreement upon issuance of a thirty (30) day written notice.

## B. STATEMENT OF REQUIREMENTS – SERVICES REQUIRED OF SUCCESSFUL PROPOSER

Proven biohazard cleanup, removal and decontamination service experience as verified through references.

All hazardous material incidents shall be handled in accordance with all Federal, State of California, and Local laws and regulations.

Contractor shall furnish all labor, supervision, equipment, and other materials as necessary in accordance with this RFP and comply with all appropriate Federal, State and local laws and regulations. Contractor shall be prepared to respond to emergency and non-emergency incidents.

Services may include the cleanup, sanitizing, and off-site disposal of controlled, infectious, and biohazardous substances related to County emergency and non-emergency events.

Contractor will ensure that, in the execution of all services, cross-contamination or exposure does not occur between the affected area and unaffected County areas, associated equipment, personnel, incarcerated persons, animals and members of the public.

The County may initiate non-emergency work requests through the form of a Task Order form. Please reference Attachment A, Sample Agreement. The Task Order form initiates non-emergency work for services as described within this RFP and is hereby included as part of the Blanket Purchase Order Agreement.

Contractor shall respond within 24 hours and acknowledge any request from the County for biohazard services with a response of action plan and mobilization as needed.

Contractor shall employ individuals that possess training and any required certifications to safely perform the work required. All personnel shall be expected to follow instructions from County's on-site point of contact.

Contractor shall provide all transportation, tools, materials and equipment, including labels and warning signs required for adequate protection of materials during the packaging, transporting and disposal activities.

Contractor's equipment must be in full compliance with all applicable state and federal regulations.

Contractor will be responsible for clean-up of all hazardous materials resulting from work being performed under this contract.

When servicing County adult detention facilities, Contractor must conform to the requirements and procedures described in Attachment B, "Sheriff's Office – Detention Facilities Contractors Safety and Security Clearance Requirements and Procedures". Please refer to Attachment B for further details.

The County reserves the right to add additional requirements and procedures specific to other County departments and/or affiliated agencies that utilize the resulting contract(s).

## C. LOCAL PREFERENCE

The County's Local Preference Policy will not be applied to this Request for Proposals/Solicitation, in accordance with federal restrictions which generally prohibit use of geographic preferences in federally-funded procurements.

## D. SCHEDULE

The following schedule is subject to change. Except as provided below, changes will only be made by written amendment to this Request for Proposals, which amendment shall be issued to all parties by the Department issuing this proposal.

<b>Date</b>	<b>Event</b>
August 9, 2023	Release Request for Proposals
August 16, 2023	Proposer's Questions Due by 5:00 p.m.
August 23, 2023	County's Responses to Questions Due
September 6, 2023	Proposals Due by 2:00 p.m.
September 11 – 15, 2023	Proposals Evaluated by County
October 27, 2023	Notice of Intent to Award <i>(subject to delay without notice to proposers)</i>
November 7, 2023	Board of Supervisors Awards Contract <i>(subject to delay without notice to proposers)</i>

## E. PRE-BID CONFERENCE

Section Omitted.

## F. QUESTIONS

Proposers will be required to submit any and all questions in writing per the schedule in order for staff to prepare written responses to all contractors. Written answers will be shared with all potential bidders through an addendum on the County's Supplier Portal and email notification. Questions should

be sent via e-mail directly to [brenda.haas@sonoma-county.org](mailto:brenda.haas@sonoma-county.org) Questions will not be accepted by phone and must be in writing.

## G. CORRECTIONS AND ADDENDA

1. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.
2. If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.
3. Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall submit the addenda cover sheet with the proposal. Any oral communication by the County's designated contact person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or any obligations arising hereunder.

## H. PROPOSAL SUBMITTAL

### 1. FORM

Proposers must submit one (1) electronic copy to the County of Sonoma's Supplier Portal. The link to the Supplier Portal is: <https://esupplier.sonomacounty.ca.gov/>. Hard copy, faxed, and/or emailed submissions will not be accepted.

Note: Proposers must be registered to submit electronic proposals. See registration instructions on the Supplier Portal link above.

### 2. DUE DATE

Proposals must be received no later than the date and time listed in the schedule, or as revised by addendum. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

### 3. GENERAL INSTRUCTIONS

To receive consideration, proposals shall be made in accordance with the following general instructions:

- a) The completed proposal shall be without alterations or erasures.
- b) No oral or telephonic proposals will be considered.
- c) The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality

and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

#### **4. PROPOSAL FORMAT AND CONTENTS**

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

##### **SECTION I – ORGANIZATIONAL INFORMATION**

Provide specific information concerning the firm in this section, including the legal name, address and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the County must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

##### **SECTION II – QUALIFICATIONS AND EXPERIENCE**

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California.

##### **Prior Experience and References**

Provide a description of qualifications and prior experience with a public entity similar to the County of Sonoma in size or similar public agency (city, county, state or local districts).

Describe five (5) incidents completed in the past three years which demonstrate experience providing similar services.

Provide a client reference for each service provided. Client reference must include current contact information (name, title, phone number and e-mail address).

##### **Debarment or Other Disqualification**

Proposer must disclose any debarment or other disqualification as a supplier or vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

##### **SECTION III – PROJECT APPROACH AND RESPONSE PLAN**

Provide an overview of how Contractor plans to respond and mobilize personnel in order to respond to the County's request for services to perform any or all required services as outlined in Exhibit A – Scope of Work and Response Timeline.

Provide an overview of Contractors approach to cleanup, substances included, processes and equipment/products used.

Provide a description of Contractors process and response timeline for emergency requests, from County's initial contact to Contractor's equipment and personnel arriving on scene.

Provide average amount of time it takes from initial service request to Contractor for personnel and equipment arriving on scene at the following locations:

- Santa Rosa, CA
- Petaluma, CA
- Geyserville, CA
- Guerneville, CA
- Sonoma, CA

Provide a description of approach for effective communication, reporting and quality control specifically as it pertains to a response to an incident of biohazard cleanup and remediation.

Include response to the Statement of Requirements as referenced in Section B, beginning on page 2.

#### **SECTION IV – COST OF SERVICE**

The proposal shall clearly state ALL costs associated and provide a schedule of rates, broken down by category of products and services.

Contractor to provide an on-site, all-inclusive hourly response rate(s) to include mobilization, personnel, equipment, and materials to respond as identified in Exhibit A, Scope of Work and Response Timeline.

Costs must be itemized and include any and all expenses that will be charged to the County including but not limited to, hourly rate(s) for labor, equipment and other materials as necessary in accordance with this RFP.

Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Contractors proposal.

Contractor should describe in detail its approach to cost control measures.

#### **SECTION V – IDENTIFICATION OF SUBCONTRACTORS**

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

#### **SECTION VI – INSURANCE**

The selected proposer will be required to submit and comply with all insurance as described in the attached Exhibit C, Insurance Requirements. Securing this insurance is a condition of award for this contract.

## SECTION VII – ACCESSIBILITY STANDARDS

All contractors responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

For any proposal that includes scope involving such website content, Proposers shall indicate their capacity and plan for compliance with these requirements.

## SECTION VIII - ADDITIONAL INFORMATION

Include any other information you believe to be pertinent but not required.

## SECTION IX – CONTRACT TERMS

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

## SECTION X – OTHER AGENCIES PROCUREMENTS

The County of Sonoma is soliciting proposals from qualified contractors. While this RFP is prepared on behalf of a Department of the County of Sonoma for execution of one or multiple contracts for these services, these contract(s) may also be used by other divisions/units of the County or other governmental agencies if desired. Any of these entities may procure services from the consultants who have received contracts under this RFP by issuing individual requests under these same terms, conditions, and prices. It is understood that public entities, special districts and nonprofit entities shall make purchases in their own name, make direct payment, and be liable directly to the successful proposer(s). The County of Sonoma is not an agent, partner or representative of these agencies and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. The County reserves the right to issue competitive solicitations for any project without the use of the contracts. The County of Sonoma reserves the right to leverage the Request for Proposal and Contract pricing for additional services for other County departments and/or divisions.

# I. SELECTION PROCESS

1. All proposals received by the specified deadline will be reviewed by the County for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.
2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a proposal who has such a relationship with a County employee who

may be involved in the selection process shall advise the County of the name of the County employee in the proposal.

3. Proposals will be evaluated using the following criteria.
  - a. Written Proposal - 15%
  - b. Qualifications and Experience – 25%
  - c. Cost – 20%
  - d. Project Approach and Response Plan - 35%; and
  - e. Reference Checks - 5%
4. The County Department Head in consultation with the Purchasing Agent reserves the right, in their sole discretion, to take any of the following actions at any time before Board approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format requested herein may disqualify the proposer, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.
5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.
6. An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a proposal that County believes to be in error.
7. The County reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the County and to award to only one or multiple qualified submittals. ***The lowest proposed cost is not the sole criterion for recommending contract award.*** The County also makes no guarantee of any or equal amounts of work. The County of Sonoma further reserves the right to reject any or all proposals for any reason, including, without limitation, County's desire to enter into cooperative purchasing agreements with any other public agency.
8. All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
9. Generally, the firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.



## J. FINALIST INTERVIEWS

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## K. GENERAL INFORMATION

### RULES AND REGULATIONS

1. The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.
2. Sonoma County reserves the right to reject any or all proposals or portions thereof if the County determines that it is in the best interest of the County to do so.
3. The County may waive any deviation in a proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations. Sonoma County reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. The County further reserves the right to award the agreement to the proposer or proposers that, in the County's judgment, best serves the needs of Sonoma County.
4. All proposers submit their proposals to the County with the understanding that the recommended selection of the review committee is final and subject only to review and final approval by the Department Director (via delegation), the County Purchasing Agent or the Board of Supervisors.
5. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the County, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The County will consider a proposer's request for exemptions from disclosure; however, the County will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered,

deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

6. The County will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
  - a. [Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

#### **NONLIABILITY OF COUNTY**

The County shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

#### **PROPOSAL ALTERNATIVES**

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The County reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the County's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

#### **LOBBYING**

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, or any employee of the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

#### **FORM OF AGREEMENT**

1. No agreement with the County shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to waive or modify agreement requirements.

2. A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the County's standard agreement will not be negotiated. Indemnification language will not be negotiated.
3. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the County's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
4. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
5. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the contractor's proposal.

#### **DURATION OF PROPOSAL; CANCELLATION OF AWARDS; TIME OF THE ESSENCE**

1. All proposals will remain in effect and shall be legally binding for at least ninety (90) days.
2. Unless otherwise authorized by County, the selected contractor will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms and conditions acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other contractors, or not award at all.

#### **WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSAL**

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

## **L. PROTEST PROCESS**

Any and all protests must be in writing and must comply with the timelines and procedures set forth at: <https://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Protests-and-Appeals/>.

## **M. PREVAILING WAGE**

Pursuant to California Labor Code Section 1770 and following, Contractor shall pay not less than the prevailing wage rate. Pursuant to Labor Code Section 1773, the general prevailing rate of wages has

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been determined by the Director of the State Department of Industrial Relations ("Director"). It shall be Contractor's responsibility to contact the Department of Industrial Relations at (415) 703-4774 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates which have been predetermined are on file with the California Department of Industrial Relations. Contractor is advised that if it intends to use a craft or classification not on file on the general wage determinations, Contractor may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations. Contractor shall post a copy of the prevailing rates at the jobsite. Contractor shall forfeit to County, as a penalty, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic for each day such laborer, workman or mechanic is paid less than the prevailing rates as determined by the Director for such work or craft in which such worker, is employed for any public work done under this Agreement by Contractor or by any subcontractor under Contractor.

## **N. FEDERAL PROVISIONS – FEDERAL EMERGENCY MANAGEMENT AGENCY**

Certain work under this Agreement may be funded in part or entirely by financial assistance from the Federal Emergency Management Agency. With regard to all such work, Contractor shall comply and acknowledges compliance with the terms and conditions attached hereto as Exhibit B, incorporated herein by reference. This Exhibit is subject to update at the time of contract award.

## **ATTACHMENTS AND EXHIBITS**

**Attachment A:** Blanket Purchase Order Sample Agreement

**Attachment B:** Sheriff's Office Detention Facilities

CONTRACTORS SAFETY and SECURITY CLEARANCE, REQUIREMENTS and PROCEDURES

**Exhibit A:** Scope of Work and Response Timeline

**Exhibit B:** FEMA PA Rider\*

**Exhibit C:** Insurance Requirements

\* Signed FEMA PA Rider shall be submitted with proposal in order to be considered for Disaster Blanket Purchase Order Agreement.