

Date: November 3, 2021
To: Environmental Services-Abatement
From: PRIDE Industries One, Inc.
Subject: RFP# 2021-JCC-1002

Send Proposals To: procurement@prideindustries.com
Contact for email: James Standish, Category Manager

RFP – Index

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1. ESTIMATED RFP SCHEDULE OF EVENTS

No	Events	Dates (Pacific Time)
1	Availability of RFP Documents	12:00 PM November 3, 2021
2	Contractor's Clarifications and Questions Due to PRIDE at procurement@prideindustries.com	9:00 AM on November 12, 2021
3	PRIDE's Answers to Clarifications and Questions	November 17, 2021
4	Proposal Due Date and Time	1:00 PM on November 22, 2021
5	<u>Intent to Award for On-Call as Needed Notifications</u> Notifications will be sent via email for successful Awardees (Est)	December 9, 2021
6	Awardees to Provide all Required Insurance Certs and Professional Licenses/Certifications to PRIDE	December 13, 2021
7	Client Award Approval Submission (Est)	December 17, 2021
8	Execution of On Call Contracts with Successful Awardees Subject to Client Approval (Est)	January 5, 2021
9	Full Performance On-Call Availability Date (Est)	January 10, 2022

2. BACKGROUND INFORMATION

- A. PRIDE Industries One, Inc (PRIDE) is a leading provider of manufacturing and logistics, integrated facilities management, custodial and environmental, energy, and recruitment services. A 501(c)(3) nonprofit social enterprise, the company is also the nation's leading employer of people with disabilities and barriers to employment.
- B. PRIDE is requesting proposals from qualified firms, entities, or individuals ("Contractors") with the technical expertise to provide Professional Environmental On-Call Abatement Services to abate and dispose of hazardous materials in support of the Judicial Council of California (JCC). Several of the Judicial Council's courthouse facilities have under and aboveground storage tanks (U/AST(s), as well as on-site hazardous materials (HAZMAT) and, at times, hazardous waste (HW) which require disposal and compliance measures.
- C. The JCC, chaired by the Chief Justice of California, is the primary policy making body of the California judicial system which includes facilities for California's fifty-eight Superior and six Appellate Court jurisdictions with over 500 courthouses.
- D. Please note: PRIDE may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum. It is each Contractor's responsibility to inform itself of any addendum. This RFP process and RFP schedule are subject to change at any time.
- E. The period of performance for potential services under this RFP is anticipated to commence January, 2022 through December 2025.

3. PRIMARY OBJECTIVE OF RFP

- A. To identify qualified firms, entities, or individuals ("Contractor") with the technical expertise to provide abatement and disposal services for the following:
 - Underground storage tank repair and maintenance.
 - Aboveground storage tank repair and maintenance.
 - Restoration, drying, removal or enclosure of damaged materials.
 - Cleaning, removal, and restoration of mildew, mold, or water damaged materials.
 - Provide support services to PRIDE's emergency response team to assist with control, containment, and cleanup of Hazardous materials spills or accidental release.
 - Hazardous material removal, control, clean up and storage; and
 - Hazardous waste management and disposal.

- B. To contract with selected Contractor(s) for services described in this RFP. It is anticipated that On-Call contracts will be issued to multiple Contractors under this RFP. In the event a Contractor is selected as an awardee of this RFP and currently holds a subcontract agreement with PRIDE for JCC and a similar scope of work, the awardee's current subcontract shall be terminated in accordance with the subject subcontract and the new subcontract award shall take precedence and supersede any current subcontract award with PRIDE.

3.1 On-Call Contracts

Multiple Contractors will be selected to enter "On-Call" contracts with PRIDE for compliant environmental consulting services. Those Contractors may be assigned, via Task or Work Orders, various projects, and tasks, as may arise, based on the location and nature of the services required and the qualifications and resources of the Contractors (each a "Project(s)"). Because the scope, number and value of Projects and tasks are unknown at the time of contract execution, the contracts are known as On-Call contracts. The initial term of the On-Call contracts for these Projects will be for three years or upon termination of the Prime Contract between JCC and PRIDE. It is anticipated that On-Call contracts will be issued for multiple Contractors.

3.2 Emergency Work Orders

Post award, in situations PRIDE considers to be emergencies, PRIDE may direct Contractor to undertake urgent Work prior to the issuance/authorization of any SWO (TO). It is the intent of PRIDE that Contractor will be compensated in accordance with the provisions of this Agreement and in accordance with a SWO (TO) to be issued and authorized as specified herein, as soon as practical.

3.3 Licensing/Certifications

All Contractors, and Subcontractor(s), employees, or agents thereof, performing work per agreements awarded under this RFP must have, throughout the duration of their performance of the work, all appropriate, valid license(s) and certifications required under law to provide the work being performed. If the possession of any license(s) or certifications are required under law for the performance of the work, the Contractor must ensure that the work will be performed by an appropriately licensed individual.

3.4 Subsequent Project Proposals

Contractors may be asked to provide proposals on some Projects ("Project Proposal(s)") but may not be asked to provide Project Proposals on other Projects or none. PRIDE, at its sole discretion, may choose to issue Work according to each Contractor's qualifications and geographical location with the intent to issue Projects equally based on prior Project performance. In some cases, more than one Contractor will be asked to provide Project Proposals for the same Project. Selection of a Contractor for a specific Project is at the sole discretion of PRIDE. PRIDE will make efforts to award a fair share of the work to each of the Contractors based on their Project Proposals, specific expertise, knowledge of and involvement with specific systems and/or facilities, prior performance on this contract, geographical location, and those other factors that PRIDE may deem pertinent for the work.

3.5 Contractor Performance Management

PRIDE may choose to conduct periodic Business Performance Reviews on completed Projects to evaluate the Contractor's performance for quality assurance, safety, duration of the Project, JCC satisfaction, and other relevant factors. PRIDE, at its sole discretion, may not offer subsequent Projects to and/or may terminate an agreement with any Contractors who do not meet minimum performance.

3.6 Pre-Contractual Expenses

PRIDE shall not be liable for any pre-contractual expenses incurred by the firm in preparation or submittal of their proposal(s). The Contractor shall not include any such expenses as part of their price proposal. Prohibited pre-contractual expenses include all expenses incurred by the Contractor prior to issuance of an On-Call Task Order by PRIDE.

3.7 Communications with PRIDE

RFP Contractors interested in responding to the RFP may submit questions via email to procurement@prideindustries.com on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure. Contractors are accordingly cautioned not to include any proprietary or confidential information in questions. If the Contractor is requesting a change, the request must set forth the recommended change and the Contractor's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and PRIDE's responses will be made available prior to the proposal due date and time.

Contractors are specifically directed NOT to contact any PRIDE or JCC personnel or Contractors for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any PRIDE or JCC personnel or Contractors may be cause for rejection of the Contractor's proposal.

3.8 Prevailing Wages.

As applicable, all Contractors and Subcontractor(s) shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code.

Prevailing wage rates are available online at: <http://www.dir.ca.gov> and noted in the PRIDE MSA. All Contractors and Subcontractor(s) thereof shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

3.9 Confidentiality

Confidential Information: Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law or JCC administrative and regulatory requirements. Otherwise, the information shall be considered a public record. Information or data submitted with a bid will not be returned. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

As a condition of participating in this RFP, Contractor agrees not to disclose any Confidential JCC Information to any Third Party and to treat it with the same degree of care as it would its own Confidential Information. Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this RFP.

4. SCOPE OF WORK AND DELIVERABLES

The Scope of Work may include one or multiple deliverables as set forth in this section. Any one of the deliverables or combination thereof may be changed, including terminated, in the same manner as the overall project, as indicated herein, without affecting in any way the remaining deliverable(s). **The number of Work Orders and specific Scope of Work for each Task or Work Order is unknown at this time, and there is no guarantee by PRIDE that the Contractor will, if awarded a contract, be requested to provide any services.**

Any services or deliverables provided are subject to JCC Policies and Procedures, Approval, and forms and in accordance with Project Safety, Refrigerant and Hazardous Material Management Plans.

Under/Aboveground Storage Tanks

JCC has several U/ASTs at courthouse facilities within the Northern and Southern California areas.

Hazardous Materials

On-site hazardous materials typically include:

- Diesel;
- Hydraulic oil;
- Refrigerants; and
- Maintenance-related materials, such as paint, bleach, WD40, and other cleaning products.

Hazardous Waste

Hazardous waste typically includes asbestos containing material (ACM) and lead-based paint related to facility modification projects, and oily water/rags related to operations. There is some universal waste generated as part of normal operations and maintenance, including:

- Batteries;
- Expired or waste pesticides
- Fluorescent lamps; and
- Mercury containing materials.

The selected Contractor will be required to perform the following tasks in support of the safe and compliant abatement (meaning removal or rendering safe-in-place maintenance) of asbestos, lead, mold, PCBs, and other common contaminants, at a minimum:

- 1.) Abatement by removal of contaminated materials
- 2.) Abatement by enclosure of contaminated materials
- 3.) Remediation of damaged building materials to remove contaminants and restore area for re-occupancy
- 4.) Perform drying activities following floods or leaks
- 5.) Handle, store and dispose of hazardous materials
- 6.) Prepare and manage hazardous waste manifests

The selected Contractor shall perform all abatement work, including handling, storage, and disposal in accordance with all applicable laws, regulations, policies, procedures, and abatement plans. The Contractor shall comply with all defined sampling and clearance procedures. The Contractor will ensure all required equipment is shut down and secured prior to abatement activities. All impacted areas must be returned to their original condition, or if not possible, the contractor will work with PRIDE and the JCC to determine the extent of restoration requirements.

All documents must be submitted to the JCC for review and approval. The contractor shall be solely responsible for the preparation of all required documents, and any required follow up at the request of PRIDE and/or the JCC.

Contractual Requirements:

- 0.) Adherence to JCC policies and procedures.
 - a. JCC Facilities Services Office's Risk Management Unit documents, including the AMP 01 form, attached.
 - b. JCC Asbestos Management Plan
- 1.) Compliance with Federal, State, and regional regulations and policies
- 2.) Compliance with PRIDE Industries Master Service Agreement
- 3.) The Contractor's shall request and maintain JCC and Court-specific badging at their expense
- 4.) Completion and maintenance of all client required forms and notifications.
- 5.) Maintenance of all required certifications, licenses and registrations to sample, analyze and provide recommendations on the maintenance, removal, and disposal of lead-based coatings, asbestos, mold, PCBs, and other common contaminants
- 6.) Contractor will supply all equipment, permits, materials, transport, services, insurance and incidentals necessary to perform this work.
- 7.) Compliance with any public health mandates established by the JCC, up to and including mandatory vaccinations and Personal Protective Equipment (PPE) at Contractor's expense.
- 8.) Contractor shall adhere to the Designated Priority Assignment Task or Work Order Response and Completion Times as noted in Attachment 1.

The selected Contractor shall develop the site-specific scope of work, including drawings, and cost estimates for identified site inspection or abatement projects. The development of a remediation plan requires an extensive site visit and must document and describe impacts to building and occupant operations (i.e. Elevator, HVAC, or critical equipment operation, cordoned areas, etc). Each inspection or abatement project will be developed to a specific site, conditions, materials, and quantities are accurately defined.

All documents may be submitted to the JCC for review and approval. The contractor shall be solely responsible for the preparation of all required documents, and any required follow up at the request of PRIDE and/or the JCC.

Tasks related to providing services for on-going compliance, monitoring and regulatory requirements described above are listed in the table below. This list may not be complete, and if the Contractor identifies additional tasks needed for full compliance, those tasks should be included in the final proposal.

Underground Storage Tank (UST) Required Compliance Activities	
Task	
	Monthly Designated Operator Inspection and Test
	Annual Designated Operator Inspection and Test
	Triennial Test and Certification
	Certification of Financial Responsibility
Task	
	Identification of single-walled UST/system and recommendation on how to meet
	future compliance requirements.
	Maintenance, repair, construction, and testing activities related to USTs in pursuit of compliance or client requested upgrades.
Aboveground Storage Tank (AST) Required Compliance Activities	
Task	
	Maintenance, repair, construction, and testing activities related to ASTs in pursuit of compliance or client requested upgrades.
Hazardous Material Management (HAZMAT) Required Compliance Activities	
Task	
	Perform recommended hazardous materials removal and control plans.
	Ensure compliant storage, labeling, containerization, and segregation of hazardous materials
Hazardous Waste Management Required Compliance Activities	
Task	
	Build compliant containment to ensure control of hazardous materials during removal and/or control activities.
	Perform removal and/or control activities in compliance with provided task scope, and/or recommendation from PRIDE or the JCC's environmental consultant(s).

- A. Deliverables.** Contractors are required to complete Attachment 2 – Scope of Work Template, describing a high-level overview of the required services, tasks, and deliverables to comply with abatement, disposal, servicing, monitoring and regulatory requirements for under and aboveground storage tanks, on-site hazardous material and, at times, hazardous waste. Please add lines if additional tasks and services are needed and/or required for compliance or maintenance purposes.
- B. PRIDE** expects Contractors to identify all the necessary services, tasks, training and deliverables for compliance and regulatory purposes. Please be brief and use bullet formatting on Attachment 2 to describe the services, tasks and deliverables required for each.

5. RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1 Task Order Response and Completion	Designated Priority Assignment Task or Work Order Response and Completion Times. * FOR REFERENCE ONLY
Attachment 2 Scope of Work Template	Description of Scope of Work and template to be completed by Contractor. *MANDATORY SUBMITTAL W/PROPOSAL RESPONSE
Attachment 3 Acceptance of Terms and Conditions	On this form, the Contractor must indicate acceptance of the PRIDE Master Services Agreement (MSA) Terms and Conditions or identify exceptions to the Terms and Conditions. *MANDATORY SUBMITTAL W/PROPOSAL RESPONSE
Attachment 4 Pricing Proposal Template	Pricing Proposal Template to be used by Contractors. *MANDATORY SUBMITTAL W/PROPOSAL RESPONSE
Attachment 5 MSA Terms and Conditions	If selected, the person or entity submitting a proposal (the "Contractor") must sign a PRIDE Master Service Agreement (MSA) containing the terms and conditions (the "Terms and Conditions"). * FOR REFERENCE ONLY
Attachment 6 Contractor Questionnaire and Certification Parts I-IV	This notes submission requirements of the Questionnaire and Certification Form AND Relevant Project List, Client References, Key Personnel Resumes. Submit the completed form and other information with Contractor proposal. *MANDATORY SUBMITTAL W/PROPOSAL RESPONSE
Attachment 7 Darfur Contracting Act Certification	The Contractor must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal. *MANDATORY SUBMITTAL W/PROPOSAL RESPONSE
Attachment 8 UNRUH and Federal Fair Housing Certification	The Contractor must complete the UNRUH Contracting Act Certification and submit the completed certification with its proposal. *MANDATORY SUBMITTAL W/PROPOSAL RESPONSE
Attachment 9 Geographical Region Certification	The Contractor must complete the Geographical Region Form and submit the completed form with its proposal. *MANDATORY SUBMITTAL W/PROPOSAL RESPONSE
Attachment 10 Question Submittal Form	Complete and submit this form if Contractor wishes to submit questions regarding this RFP. *OPTIONAL USE

6. PAYMENT INFORMATION

As appropriate, Contractor will provide a separate invoice for each task order, separated by work performed and location, monthly.

1. Contractor Invoice, with applicable PO# submitted as follows:

By US Mail: PRIDE Industries, One Inc.

ATTN: JCC – NCRO & SRO Regions Contracts

PO Box 1200

Rocklin, CA 95677

By Email: accounts-payable@prideindustries.com

7. SUBMISSIONS OF PROPOSALS

Late proposals will not be accepted. Any submittals received after the deadline will be rejected without review.

Incomplete submittals may be rejected without review.

Proposals will ONLY be accepted via email to procurement@prideindustries.com

8. PROPOSAL SUBMISSION CONTENTS

- **Cover Letter. Cover letters must include the following:**

Name, address, telephone, fax number, e-mail address, and federal tax identification number of the proposing firm.

Name, title, address, telephone number, and email address of the individual who will act as the Contractor's designated representative for purposes of this RFP; and

Letter should be signed by an authorized representative of the prospective Contractor(s).

- **Copies of the Contractor's (and any Subcontractors') current business licenses, CA good standing, professional certifications, or other credentials.**

- **Attachment 2-**Scope of Work Template
- **Attachment 3-**Acceptance of Terms and Conditions
- **Attachment 4-**Pricing Proposal Template
- **Attachment 6-** Contractor Questionnaire and Certification Parts I-IV
- **Attachment 7-** Darfur Contracting Act Certification
- **Attachment 8-** UNRUH and Federal Fair Housing Certification
- **Attachment 9-** Geographical Region Certification
- **Attachment 10-** Question Submittal Form (Optional)

9. PRICING PROPOSAL

Rates should include all fees fully burdened and inclusive of all costs, benefits, expenses, overhead, and profits payable for services rendered and applicable prevailing wage. Please complete Attachment 4. Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in an MSA amendment. In the event of a decline in market price below a price bid, PRIDE shall receive the benefit of such decline.

10. EVALUATION OF PROPOSALS

The contractor's proposal is an irrevocable offer for one hundred and twenty (120) days following the proposal's due date. In the event a final contract has not been awarded within this period, PRIDE reserves the right to negotiate extensions to this period. At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

PRIDE will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposals.

CRITERIA	MAXIMUM NUMBER OF POINTS
Experience on similar assignments	20
Quality and completeness of proposed Scope of Work	10
Credentials of staff to be assigned to the project	10
Acceptance of the Terms and Conditions	10
Cost	50

11. MASTER SERVICE AGREEMENT

PRIDE reserves the right to modify, update, or terminate the MSA in the interest of PRIDE or the JCC, in whole or in part at any time.

Contractors selected under this RFP will be retained by PRIDE through PRIDE's Master Service Agreement and Amendment (MSA).

A typical sample of PRIDE's MSA and insurance requirements is included as Attachment 5 to this RFP. Any approved Subcontractors must be appropriately licensed, trained and adhere to and be held to the terms and conditions set forth in the RFP, MSA and JCC flow-down requirements and insurance.

Contractor is advised to read the MSA to review PRIDE terms and conditions as well as JCC requirements and flow-down provisions. Please indicate in Contractor's Proposal, by submission of Attachment 3, if Contractor has any comments or objections to the form of agreement. (i) a proposal that takes a material or substantial exception (addition, deletion, or other modification) to a minimum term will be deemed

nonresponsive, and (ii) PRIDE, in its sole discretion, will determine what constitutes a material exception.

PLEASE NOTE:

PRIDE does not intend to consider any changes to the form of agreement if they are not submitted at the time of Contractor's Proposal. Insurance shall be maintained for the term of the Agreement and thereafter in accordance with type of work and MSA requirements.

If a satisfactory contractual agreement on services and compensation cannot be reached between PRIDE and selected Contractors within 30 calendar days of notification of selection, PRIDE reserves the right to terminate negotiations with that Contractor and attempt to reach a satisfactory contractual agreement with another qualified Contractor.